



Cornell University ILR School

BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements (for a glossary of the elements see -
<http://digitalcommons.ilr.cornell.edu/blscontracts/2/>)

Title: AGC/CCIA Building Contractors Labor Division of Connecticut, Inc. and the Mason Contractors Association of Connecticut and International Union of Bricklayers & Allied Craftworkers (BAC), AFL-CIO, Local 1 (2002)

K#: 8457

Employer Name: AGC/CCIA Building Contractors Labor Division of Connecticut, Inc. and the Mason Contractors Association of Connecticut

Location: CT

Union: International Union of Bricklayers & Allied Craftworkers (BAC), AFL-CIO

Local: 1

SIC: 1540

NAICS: 23622

Sector: P

Number of Workers: 1070

Effective Date: 04/01/02

Expiration Date: 03/31/06

Number of Pages: 88

Other Years Available: Y

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

K8457
1,070 workers

AGREEMENT

between

AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION
OF CONNECTICUT, INC.

and

MASON CONTRACTORS ASSOCIATION OF CONNECTICUT

and

LOCAL 1, CONNECTICUT

of the

INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS, AFL-CIO

BUILDING

April 1, 2002 through March 31, 2006

BUILDING TABLE OF CONTENTS

<u>Article</u>		<u>PAGE</u>
I	OBJECT.....	1
II	TERRITORIAL JURISDICTION.....	1
III	EQUAL EMPLOYMENT OPPORTUNITY.....	1
IV	UNION MEMBERSHIP.....	2
V	WAGES, HOURS, WORKING CONDITIONS AND HOLIDAYS.....	3
VI	HEALTH AND SAFETY STANDARDS.....	7
VII	PRESIDENT AND FIELD REPRESENTATIVES.....	9
VIII	FOREMAN.....	9
IX	STEWARDS.....	10
X	JURISDICTIONAL CLAIMS.....	11
XI	WORK RULES.....	18
XII	INTERNATIONAL MASONRY INSTITUTE TRUST AND IMI APPRENTICESHIP TRUST.....	21
XIII	INSURANCE.....	22
XIV	STATE AND FEDERAL LAWS.....	22
XV	WORK STOPPAGES.....	22
XVI	GRIEVANCE AND ARBITRATION PROCEDURE.....	23
XVII	FRINGE BENEFIT FUNDS.....	24
XVIII	DUES CHECK-OFF.....	28
XIX	BUILDING & CONSTRUCTION ADVANCEMENT PROGRAM.....	29
XX	MANAGEMENT PREROGATIVES.....	30
XXI	SEVERABILITY.....	30
XXII	TERM OF AGREEMENT.....	31
	SCHEDULE A.....	32

BUILDING TABLE OF CONTENTS, continued

SCHEDULE B.....	34
APPENDIX A.....	35
AGC BRICKLAYER EMPLOYERS.....	36
MASON CONTRACTORS ASSOCIATION OF CT EMPLOYERS.....	37
INDEX.....	38
SPECIAL AGREEMENT FOR TARGETED PROJECTS.....	A1
LETTER AGREEMENT.....	A3

Agreement

This Agreement is made and entered into on this 31st day of March, 2002, by and among the AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC., and the MASON CONTRACTORS ASSOCIATION OF CONNECTICUT, their successors or assigns, hereinafter referred to as the "Association", acting for and in behalf of those firms it is authorized and agrees to represent, each hereinafter referred to as the "Employer", and LOCAL ONE, CONNECTICUT, THE INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS, AFL-CIO, acting for and on behalf of all the Chapters listed on Schedule B hereto, hereinafter referred to as the "Union".

ARTICLE I OBJECT

The Employer acknowledges that the Union has demonstrated that it represents a majority of its employees in the bargaining unit described herein by providing or offering to provide executed union authorization cards. Therefore, the Employer recognizes the Union as the exclusive bargaining representative of its employees in accordance with Section 9(a) of the National Labor Relations Act.

In order to carry out the bilateral spirit of this Agreement, in the event the Union grants more favorable terms to others or any signatory party to this Agreement, the Union will extend these more favorable terms to all the parties to this Agreement.

The Employer agrees not to sublet, assign or transfer any work covered by this Agreement to be performed at the site of a construction project to any person, firm or corporation, except where the subcontractor subscribes and agrees in writing to be bound by the full terms of this Agreement. All charges of violation of this paragraph shall be considered as a dispute and shall be processed in accordance with the provisions

of this Agreement covering the procedures for the handling of disputes and the final and binding arbitration of disputes.

ARTICLE II TERRITORIAL JURISDICTION

This Agreement shall apply to all work performed in covered employment within the state of Connecticut.

The following are the geographical jurisdictions of each Local Union.

ZONE - A

All of Connecticut other than towns listed in Zone B.

ZONE - B

Norwalk, Westport, Weston, Wilton, Ridgefield, New Canaan, Stamford, Redding, Darien and Greenwich.

ARTICLE III EQUAL EMPLOYMENT OPPORTUNITY

There shall be no discrimination in the referral, hiring, placement, classification,

upgrading, layoff or termination of employment of any individual by reason of age, race, creed, color, sex, national origin, disability or reasonable accommodation to a disability under the Americans with Disabilities Act or membership or non-membership in the Union. The Union agrees to support and actively participate in affirmative action programs to promote equal employment opportunity in the construction industry. The Employer may decline to arbitrate grievances dealing with the above matters, unless the parties and the employee(s) enter into an agreement which provides (1) that the Employer shall not discriminate, (2) that statutory issues are covered by this Agreement and will be arbitrated, and (3) that employee(s) are waiving their right to go to an administrative agency or court and further, this agreement results in the arbitration hearing being final and binding.

ARTICLE IV **UNION MEMBERSHIP**

Section 1. All employees who are members of the Union at the time of the signing of this Agreement shall continue membership in the Union. All other employees must become members of the Union on or after the eighth (8) day following the beginning of employment or the date of this Agreement, whichever is later, and must maintain their membership in the Union as a condition of employment to the extent of tendering the periodic dues and the initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership therein.

Section 2. On all work covered by this Agreement, the first man on the job shall be furnished by the Employer. Thereafter,

Local 1, Connecticut shall be given the first opportunity to refer applicants for employment for up to 50% of the jobs available during the entire course of the work, provided however, that contractors whose main place of business is located outside the state of Connecticut must maintain a ratio of three Local 1, Connecticut BAC Members to one BAC member from outside the state of Connecticut throughout the duration of the project. The Employer reserves the right to select the applicant to be hired and there shall be no discrimination in referrals or hiring by reason of membership or non-membership in the Union. The second opportunity for Employment, when the Local is unable to furnish qualified mechanics, provides the employer the opportunity to hire from any source available.

For purposes of lay off for lack of work only, the Employees shall be laid off according to the following groups, with Group IV being laid off first, Group III being laid off second, Group II being laid off third, and Group I being laid off last.

GROUP I. All applicants for employment as a journeyman who have four (4) or more years experience in the trade, who are residents of the geographical area constituting the normal construction labor market, who have been certified as a Journeyman by any Joint Apprenticeship and Training Committee and who have been employed for a period of at least one (1) year in the last four (4) years under a collective bargaining agreement between the parties to this Agreement.

GROUP II. All applicants for the employment who have to (2) or more years experience in the trade, are residents of the

geographical area constituting the normal construction labor market, have been certified as a Journeyman by any Joint Apprenticeship and Training Committee, and who have been employed for at least six (6) months in the last three (3) years in the trade under a collective bargaining agreement between the parties to this Agreement.

GROUP III. All applicants for employment who have four (4) or more years experience in the trade and who have been certified as a Journeyman by any Joint Apprenticeship and Training Committee affiliated with the International Union of Bricklayers and Allied Craftworkers.

GROUP IV. All applicants for employment who have worked at the trade for more than one (1) year.

ARTICLE V **WAGES, HOURS, WORKING** **CONDITIONS, AND HOLIDAYS**

Section 1. Employees covered under this Agreement shall receive the following regular straight time hourly rate of pay for all time worked during the regular work day on and after the effective dates indicated:

*Zone A and *Zone B

<u>Effective Date</u>	<u>Hourly Rate</u>
3/31/02-10/5/02	\$25.00

*For exterior Pointing, Caulking, and Cleaning, effective October 1, 1999, if going over ten (10) floors, a \$1.00 per hour premium shall be paid for work at the tenth floor and above.

Effective April 1, 2002, Cement masons will receive one and one-half (1 ½) time fringe benefit contributions for all hours worked over eight (8) hours worked per day.

Section 2. The Union shall have the option to divert monies from wages to any of the fringe benefits funds to which contributions are required by this Agreement, upon thirty (30) days' prior written notice to the Associations signatory hereto. Monies can be diverted back to wages from the Pension, Health and Welfare and Annuity funds or reallocated among these funds, subject to the approval of the Trustees of any affected fund and the agreement in writing of the parties to this Agreement. If there is a required increase in the hourly rate of contributions to the Health Fund during the term of the Agreement, the increase shall be taken out of the wage rate and the Association shall be given 60 days' prior notice in writing.

Section 3. There shall be only one (1) hourly rate of wages paid to journeymen bricklayers and masons on the same job. Bricklayers or masons, other than foremen covered under this Agreement, shall not be required to check units or measure or count any amount of work performed during the day or any day of the work week.

Section 4. The regular work week shall consist of five (5) eight (8) hour days, Mondays through Fridays, for a total of forty (40) hours. There shall be a one-half (1/2) hour unpaid lunch period between 12:00 noon and 12:30 p.m. If unusual circumstances warrant, as shall be determined by the Employer, the one-half (1/2) hour lunch period shall be allowed anytime between the hours of 11:30 a.m. and 1:30 p.m.

Section 5. The regular starting time shall be 8:00 a.m. or such other time as established by the Employer between 6 a.m. and 9 a.m. Any employee who is transferred to another job because of weather shall not displace any employee working on that job to which he is transferred.

When a job is unable to start before 10 a.m., no work is to be performed that day, unless the foreman shall specify a definite starting time. Employees ordered to stay on the job shall be paid from 10 a.m. This provision is based on a 8:00 a.m. to 4:30 p.m. workday. In the event the working hours become 7:00 to 3:30 p.m., substitute "9:00 a.m." for "10:00 a.m." in the preceding two sentences.

Section 6. Overtime - Employees shall be paid the overtime rate of one and one half times the regular straight time hourly rate of pay for all time worked in excess of eight hours per day and forty hours per week and all hours on Saturday. Employees shall be paid the overtime rate of two times the regular straight time hourly rate of pay for all time worked on Sundays and holidays. There shall be no pyramiding of overtime.

Section 7. On projects subject to limitations or restrictions by government agencies, railroads, utilities and private owners as to when work may be performed; the Employer may schedule work in accordance with these limitations or restrictions and all work will be paid for solely at the regular straight time rate of pay, regardless of the time of the day or the day of the week that the work is performed, except that time and one-half the regular rate of pay will be paid for all hours of work over forty (40) in a week.

Section 8. Saturday Make-Up Day. On any given project, Saturday may be worked at the straight time rate of pay if work is not

performed on a day during that week because of inclement weather or other conditions beyond the control of the Employer, provided that an employee may not be discriminated against for not working on such a Saturday and that work on Saturday is scheduled for eight (8) hours. This provision will be limited to fifteen (15) Saturdays per Employer per year. After the fifteenth make-up Saturday, the Employer will have the option of either working seven (7) hours paying eight (8) hours or working eight (8) hours paying nine (9) hours. The Employer will notify the Union if it is working a Saturday make-up day. Failure to notify the Union will result in overtime rates having to be paid for work performed on any such Saturday.

Section 9. The Employer shall establish one day each week, Monday through Thursday, as the regular pay day for its employees. If a regular pay day falls on a holiday, recognized in Section 5 hereof, employees shall be paid before quitting time on the regular work day immediately preceding the holiday, where practical.

The Employer shall pay employees by cash, check, or by direct deposit with a stub upon agreement by the Employer and the employee and shall accompany each payment with an itemized written statement setting forth the payroll period, the gross pay for said period, the hours worked, and an itemized list of deductions from the employee's gross pay. Failure of the Employer's bank to honor payroll checks because of insufficient funds may cause the Union to require the Employer to pay in cash on each regular pay day.

Section 10. Holidays - Recognized holidays, without pay, shall be New Year's Day, Good Friday, Memorial Day, Independence Day,

Labor Day, Thanksgiving Day and Christmas Day. Under no circumstances shall work be scheduled for Labor Day, except in cases of extreme emergency involving life or property. In the event any of the above holidays fall on a Sunday, it will be observed on the following Monday. Employees shall receive four hours pay for the Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked on that day; in addition to their holiday pay.

Section 11. Any employee requested to report for work by an Employer, or his representative, who is not put to work after bringing his tools on the job, shall receive two (2) hours' pay provided the employee is not prevented from working by conditions caused by adverse weather or other conditions beyond the control of the Employer, in which event the employee shall be signed in and put to work on the next day when there is work available, weather permitting.

Any employee or employees who commence working and are held up because of weather conditions during the first hour of work shall receive nothing less than one (1) hour of pay unless they voluntarily leave the job. If any employee is held up after the first hour of work has been completed, such employee shall receive his pay to the nearest hour following the cessation of work.

Section 12. An employee who has worked for at least two hours and subsequently laid off for lack of work during the regular working hours shall be paid for 8 hours, but shall not receive pay for that day beyond the hours already worked if the job is stopped by a governing authority or for unsafe

conditions or for a breakdown in the equipment or other conditions beyond the control of the Employer.

Section 13. Employees shall be paid for lost time due to the erection or stocking of scaffolds or waiting for materials that are already on the job, except in the event of a breakdown in equipment or other conditions beyond the control of the Employer or if the job is stopped by a governing authority or for unsafe conditions.

Section 14. Employees shall receive regular pay when being transferred from one job to another during regular working hours.

Section 15. There shall be only one scale of journeymen wages per Employer on one job and the highest scale shall prevail. When the Employer violates this agreement concerning the scale of wages by paying a higher rate of pay, he shall be obliged to pay the higher rate of pay to all bricklayers and masons employed on the job. The higher wage rate shall continue in effect until the completion of the job and in no event shall a rate of wage so established be reduced on that job.

Section 16. Should the Employer willfully work his employees beyond the established quitting time, the employees working on the job shall be paid to the next nearest one-half hour at the overtime rate.

Section 17. Wages shall be paid any time between 6:00 a.m. and the established quitting time on the job. No more than five (5) days pay shall be kept back on pay by any Employer after the close of its payroll week. There shall be no Friday pay day. In case of inclement weather on pay day, the pay shall be on the job by 10:30 a.m., where practical.

Section 18. Any employee not receiving his money on the specified pay day shall receive waiting time at the regular rate of wages until paid. All employees entitled to receive waiting time and requesting it and not receiving it, shall report to a Field Representative of Local 1, Connecticut for settlement. No more than two (2) days' waiting time will be demanded or required on any job, unless the job is placed in the hands of a bonding company or receiver, for completion.

Section 19. No employee shall be laid off before the established starting time unless he was absent at the end of the preceding normal work day when work was available.

Section 20. The Employer shall see that a suitable shed or locker is available for the use of employees covered by this Agreement.

Section 21. In case of layoff of an employee, the employee will be paid whatever wages are due him. In the case of a layoff, the employee will be notified at least one-half hour before quitting time, during which time the employee shall pick up his tools and be paid whatever wages are due him. The Employer shall give the employee an unemployment compensation slip at the time of layoff or discharge.

Section 22. Any employee who willfully quits work or who is discharged for intoxication or other cause shall not be entitled to any of the layoff or discharge pay benefits provided for in this Article V.

Section 23. There shall be no lost time on the day of injury for any employee injured on the job and obliged to receive immediate medical attention or treatment.

Section 24. All employees who work on jobs where they are exposed to extreme man-made temperatures, uncleanness, dust, mastics or in the laying of fire brick or acid brick or any other material that may be injurious to the health, shall be given ten (10) minutes to wash up before 12 noon and fifteen (15) minutes to wash and adjust proper clothing before quitting time. Any member who is operating a saw shall receive 15 minutes before quitting time to clean his station. No employee shall leave the premises before the established quitting time.

Section 25. Shift Provision - Shift work may be permitted under the following conditions: (a) Where a job has more than one (1) eight (8) hour shift in any one (1) twenty-four (24) hour period, bricklayers shall be permitted to work more than one (1) shift in any one (1) work day provided they receive the applicable premium pay.

(b) All employees on shift work shall receive a full normal work day's pay.

(c) Seven and one-half (7-1/2) hours work shall constitute the shift period during the second shift and seven (7) hours work during the third shift. There shall be a one-half (1/2) hour lunch period at the midpoint of the second and of the third shift.

(d) Where no third shift exists, time worked beyond the end of the second shift shall be paid for at the overtime rate.

(e) No Shift work will be permitted for less than three (3) consecutive regular work days.

(f) Shift conditions and wages shall apply to alteration work in occupied areas without the requirement that work be performed

during the regular work day, provided a written shift permit is issued by the Union.

(g) When an Employer wishes to work bricklayers for the second or third shift periods, he shall notify the Union in writing within twenty-four (24) hours prior to the shift so that proper arrangements shall be made.

Section 26. Carry Over Provision The parties will maintain the wage and benefit rates in effect on March 31, 2006 until October 1, 2006, notwithstanding the contract expiration date or any other provision of this Agreement.

Section 27. In order to maintain an accurate wage rate, each Employer agrees to supply the Union, upon request, with all the necessary pertinent information required for the completion of the United States Department of Labor Form WD10.

Section 28. When a job works overtime, preference shall be given to employees on that job. In the event additional craft workers are needed, they shall come from any other job with the company.

Section 29. In the event of inclement weather, employee(s) shall be paid wages for the first one (1) hour and each subsequent hour provided that the employee reports to work at the start of the shift and is required by the employer to stay at the job site.

ARTICLE VI

HEALTH AND SAFETY STANDARDS

Section 1. Any employee who willfully violates any safety regulation of the

Employer or of a governmental agency shall be subject to discharge without recourse.

Section 2. Employees shall abide by all safety regulations promulgated by the Employer. Employees shall report to the Employer every injury incurred in the course of employment on the day such injury occurs, on a form provided by the Employer, if it is physically possible for the employee to do so.

Section 3. Any masonry unit of concrete, cinder or like materials weighing 40 pounds or more shall be set by two masons.

Section 4. All walls built of the above designated weight shall only be raised seven (7) courses.

Section 5. All employees covered by this Agreement shall be fully protected from overhead work.

Section 6. Excessive dust, carborundum or other wheel or so-called saws for the use of cutting any brick, or block, shall have a blower or wet wheel to remove from the atmosphere any dust created by such process or the employee shall be provided with an OSHA approved mask. The Employer shall furnish all necessary tools for this operation, also glasses, nose protection, gloves, considered necessary for the health of the Operator. All table type masonry saws must use a blower or exhaust fan to disperse excess silica away from the operator. Dry cutting should be used only as a last resort if no reasonable alternative exists, except for restoration work, demolition, beam pockets, stonework, etc. If cutting dry, generally it should be done outside of buildings, enclosed scaffolding or places workers could be exposed to airborne silica.

Section 7. When using machines in the performance of work, the machine shall be properly guarded to prevent possible injury, all safety devices to be supplied by the contractor and no safety devices to be removed from such machines.

Section 8. No employee shall be required to work where he is subject to excessive dust or grit caused by masonry cutters or grinders. This does not pertain to the operator who shall be adequately protected.

Section 9. The Employer shall provide a place to operate the masonry saw which is protected from weather conditions (including providing heat when necessary) wherever possible and shall provide the BAC member operator with necessary safety equipment.

Section 10. Foot scaffolds shall not be permitted with the exception of topping of finished walls.

Section 11. Scaffolding used for washing down shall be no less than three (3) ten-inch planks in width.

Section 12. Any safety or protective clothing and/or equipment furnished to employees by the Employer shall remain the property of the employer and shall be returned in good condition to the Employer when no longer in use on the project. Each employee, if required by the Employer, shall sign a receipt for said clothing and/or equipment at the time he receives it, and he shall be held responsible for the cost of replacement of any such clothing and/or equipment which is not returned in reasonably good condition, considering normal wear and tear, to the Employer.

Section 13. Drug Testing. In an effort to enhance the safety of the workplace, testing of employees and applicants for drug, alcohol or other substance impairment may be required by the owner or employer. The testing program shall be performed by recognized physicians and/or laboratories and shall comply with any and all federal state and local standards. The cost of such program shall be borne by the Employer. When testing is required by the Employer Employees shall be paid for the time necessary to take the test provided that the results of the employee's test are negative. No time shall be paid to an employee whose test results are positive.

Nothing herein shall be construed to impose any obligation, duty or responsibility upon the Union or its duly authorized representatives to test employees for drugs, alcohol or illegal substances.

The Employer shall indemnify and hold harmless the Union, its officers, agents, employees and representatives from and against any and all loss, suits, actions or claims of any character by any employee or group of employees covered under this Agreement arising from the drug, alcohol or substance impairment testing practices set forth in this Article, except that the Employer shall not be held responsible in any manner for loss, suits, actions or claims of any character in the event the Union knowingly refers employees to the Employer, who are under the influence of drugs, alcohol or other illegal substances.

"Knowingly" as used herein shall not mean inferred knowledge, but shall rather mean that the referring agent or representative of the union actually knew that the employee in question was under the influence of drugs,

alcohol or other illegal substances at the time of the subject referral.

Section 14. When using pump up, or commonly called "tower scaffolding", there must be at least sixteen (16) to twenty-four (24) inches of wall above the foot plank at all times, where practicable, whether the masons are tied off or not.

Section 15. The parties agree that a Committee with equal number of Union and Association members will be established to examine the issue of respiratory airborne dust.

Section 16. The Employer shall provide a chain hoist or similar device for use on any masonry units weighing over two (200) hundred pounds.

Section 17. Masons shall not be required to work through braces on staging.

ARTICLE VII **PRESIDENT AND FIELD** **REPRESENTATIVES**

Section 1. All contractors starting work covered by this Agreement shall notify the President, Local 1, Connecticut, five (5) working days before the work is to commence.

Section 2. The Director and/or Field Representatives may visit any building under construction. If the President and/or Field Representatives are barred from any job by the Employer while in the performance of their duties, the Union shall have the right not to permit its members to work on the job.

If there is a location designated by the general contractor or construction manager

for visitors to sign in on the project, the President and/or Field Representatives must sign in prior to entering any work area.

Section 3. The President or Field Representative may inspect any working member's pay stub or envelope during the job.

ARTICLE VIII **FOREMEN**

Section 1. When four (4) or more bricklayers or masons are hired on a job, one (1) shall be designated as the foreman.

Section 2. The foreman shall be paid a minimum of \$2.00 per hour above the journeymen's rate and shall be guaranteed forty (40) hours of work or pay per week. In addition, the guaranteed forty-hour requirement shall not apply when the job starts or finishes midweek, in those instances the foreman shall receive pay for actual hours worked. Further, the guarantee shall not apply when the employee makes himself unavailable for work.

Section 3. Foremen have the authority to hire, discharge and exercise supervisory functions and are recognized as the representatives of management. Foremen shall be practical mechanics in the branch of the trade over which they exercise supervision and members of the International Union of Bricklayers and Allied Craftworkers.

Section 4. Foremen shall be allowed to work with the tools of the trade.

ARTICLE IX

STEWARDS

Section 1. The first member to start to work on any job shall act as shop steward until he or another member is duly appointed by the Union from among the Employer's employees working on the particular job or a steward is furnished by the President or the Field Representative. There shall be no non-working stewards.

Section 2. Any employee appointed by the Union to serve as steward must be able to speak and read the English language and he must be competent to perform the work available in the branch of the trade to which he is assigned. His authority, however, is recognized as subordinate to that of the Field Representative.

Section 3. The steward shall be allowed a reasonable amount of time during normal working hours without loss of pay to perform the following duties of steward:

(a) the steward shall be permitted to call the Field Representative to report complaints;

(b) examine the dues books of employees on the job;

(c) see that the Employer supplies a suitable tool house heated in cold weather from October 1 to April 1, where employees may eat meals in comfort. It shall be separate from any material shed and shall be provided with a lock, with a key in the steward's possession;

(d) Either the foreman or the steward may open the aforesaid shed before starting and stopping of work;

(e) see that the Employer supplies all lines and furnishes drinking water in a covered vessel with individual drinking cups.

(f) see that proper toilet facilities are provided.

(g) when determined by the Employer to be required, the steward may accompany any injured or sick bricklayer, or mason and the steward shall be paid for any lost time in so doing on the day of the injury.

(h) check all scaffolds before being used by employees covered by this Agreement.

Section 4. The Employer shall be responsible for the loss of masonry tools after working hours as a result of fire or breaking and entering of the tool shanty, up to Two Hundred Dollars (\$200.00) per man, providing the employee, before starting work on the project furnishes the Employer a written inventory of his tools and the replacement cost thereof, which is verified by a representative of the Employer.

Section 5. (a) The Steward shall remain at work so long as any employee in the branch of the trade in which the steward is working remains at work or until the completion of work, provided he is qualified to perform the available work.

(b) No steward shall be transferred to another job without prior notice to the Field Representative.

(c) When workers are all laid-off before the job is completed, for reasons beyond the contractor's control, the steward shall have the first preference of being called back when the job starts up again. Punch list not included.

Section 6. If any work must be performed by a single employee after the regular working hours, the shop steward is not to replace that employee if such employee had the assignment during regular working hours.

Section 7. There shall be no interference with the Steward in his reasonable performance of the duties set forth herein. The Steward shall not be discharged or discriminated against for his proper performance of the duties set forth herein.

Section 8. Should an Employer determine to layoff or discharge a shop steward, it shall so notify the President, Local 1, Connecticut who shall immediately investigate the matter and notify the Employer of his decision at that time. If the parties are unable to reach agreement, the justifiability of the Employer's action shall be submitted within forty-eight hours to arbitration.

ARTICLE X **JURISDICTIONAL CLAIMS**

Section 1. The Employer acknowledges that the Union claims items of work listed in the International Constitution and Rules of Order, Code 1 Branches of the Trade, as amended in 1992, and as set forth below, to be within its work jurisdiction. In making work assignments, the Employer shall consider area and trade practice, work ordinarily and customarily performed by employees covered by this Agreement and work Jurisdiction agreements between international unions.

A. Brick Masonry - Bricklaying masonry shall consist of the laying of bricks made from any material in, under or upon any structure or form of work where bricks are used, whether in the ground, or overrates

surface, or beneath water; in commercial buildings, rolling mills, ironworks, blast or smelter furnaces, lime or brick kilns; in mines or fortifications, and in all underground work, such as sewers, telegraph electric and telephone conduits. All cutting of joints, pointing, cleaning and cutting of brick walls, fireproofing, block-arching, terra-cotta cutting and setting, the laying and cutting of all tile, plaster, mineral wool, cork blocks and glass masonry, or any substitute for above material, the laying of all pipe sewers or water mains and the filling of all joints on the same when such sewers or conduits are of any vitreous material, burnt clay or cement, or any substitute material used for the above purpose, the cutting, rubbing, and grinding off of all kinds of brick and the setting of all cut stone trimmings on brick buildings, is bricklayers' work.

Cleaning, grouting, pointing and other work necessary to achieve and complete the work under the foregoing category shall be the work of the bricklayer.

All terra cotta called unit tile in sizes over 6" x 12" regardless of method of installation and all quarry tile over 9" x 9" x 1 1/4" size, split brick or quarry tile or similar material if bedded and jointed with one operation and the bedding, jointing and pointing of the above material shall be the work of the craft installing same.

All burnt clay extruded cellular products regardless of trade name or method of installation when used as a veneer on structures.

All clay products known as terra cotta tile, unit tile, ceramic veneer and machine made terra cotta and like materials in sizes larger

than 6" x 12", regardless of the method of installation.

Where the preponderance of material to be installed is of the above sizes, and when material of lesser size is to be used in connection therewith, the bricklayers shall install such materials. Brick paving comes under bricklayers' trade classification. In addition, such other construction work in this area that has been done, as the custom and practice by members of this Union.

The setting, grouting, and dry packing of all plates and machinery. The installation of all types of wall ties and anchors that support masonry walls.

Built-in corner guards, bearing plates and loose lintels.

The installation, assembly and erection of all masonry panels, whether brick, tile, natural stone, cement, utilizing a light frame, steel stud back-up system.

The cleaning, rubbing down, grinding, patching of masonry block walls.

The installation, pointing, cleaning and finishing of R-Brick, Pan-Brick or other thin brick systems. The fabrication and installation of brick panels or other prefabricated masonry panels, including the rigging, hooking on, signalling, bolting and/or welding, the installation of all anchors and supports and other miscellaneous hardware.

The laying, setting, bedding, pointing, grouting, steam cleaning, washing, spreading of asphalt and the sweeping of joints with sand, cement or stone dust of all paving units made of brick, stone, cement, precast or concrete, whether such units are

interlocking, laid dry or in dry pack in mortar, sand, stonedust, asphalt, mastic, or substitutes.

The installation of Nailon brick or similar burnt clay units, including the cutting, fitting, nailing on, pointing, caulking and cleaning.

The application of all sand and cement coats, other substitute cement based materials, fireproofing materials, whether troweled or rolled on all masonry, cement, precast or concrete.

The water blasting machine or similar type of cleaning machines shall be the tool of the trade and operated by the members of the International Union of Bricklayers and Allied Craftworkers.

All exterior and interior cleaning of buildings, whether brick, stone, precast, cement or concrete, regardless of whether water, detergent, acid, restorer, or other substitute cleaning products are used.

The waterblasting, or other cleaning procedure used to expose aggregate or to prepare masonry to receive a new finish.

Waterblasting or other cleaning procedure which will be performed in connection with the pointing or caulking of a building.

The Bricklayer shall have the right to use all tools necessary to all of the above work operations, including but not limited to hand tools, power tools, electric and air hammers or chipping guns.

Cement or Concrete Block Laying - The laying of cement or concrete blocks or blocks of masonry material.

8450

1,500 ee

AGREEMENT

between

AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC.

and

CONNECTICUT LABORERS' DISTRICT COUNCIL

of the

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA
AFL-CIO

BUILDING AGREEMENT

APRIL 1, 2005 through MARCH 31, 2006

37 pages

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>
	Preamble
	Protection of Rights
I	Territorial Jurisdictions of Local Unions
II	Union Recognition, Union Security and Employment
III	Wage - Hours - Classifications - Shifts
IV	Holidays
V	Coverage and Description of Laborers Work
VI	Heaters
VII	Reporting Time Pay
VIII	Conditions of Agreement
IX	Business Manager, Field Representatives, Stewards, Foreman
X	Fringe Benefit Funds
XI	Dues Check-Off and Payroll Deduction
XII	Association Program
XIII	Several Liability
XIV	Procedure and Adjustment of Disputes
XV	Construction Manager
XVI	Duration of Agreement
	Letter of Understanding
	Schedule I
	Appendix "A"
	Letter of Understanding
	Index

PAGE

1

1

2

2

4

8

8

9

10

10

12

12

15

17

18

18

20

21

22

23

25

31

32

THIS AGREEMENT is made and entered into on this 1st day of April, 2005 by and between AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC. referred to hereinafter as the "Association", acting for and in behalf of and under the authority of its members whose names appear on Schedule "I" and any other member joining said Association during the term of this Agreement it is authorized and has agreed to represent and such other Building Contractors who execute an Acceptance of the Terms and Provisions of this Agreement, hereinafter referred to as the "Employer"; and the CONNECTICUT LABORERS DISTRICT COUNCIL, hereinafter referred to as the "UNION", acting for and in behalf of Local Union No., Norwalk; 230, Hartford; 390, Waterbury; 449, New Haven; 547, New London; 611, New Britain; 665, Bridgeport; and 675, Danbury and their successors and assigns, each of which is hereinafter referred to as the "Local Union" or "Unions". The Council and the Local Union or Unions shall be collectively referred to herein as the "Union".

PREAMBLE

The purpose of the Agreement is to determine the hours, wages, fringes and other conditions of employment, and to adopt measures for the settlement of differences and maintaining a cooperative relationship so that the contractors may have sufficient capable workers and the workers may have as much continuous employment as possible, without interruption by strikes, lockouts, or other labor-management troubles.

PROTECTION OF RIGHTS

There shall be no discrimination against any employee by reason of age, race, creed, color, sex, national origin, disabilities and reasonable accommodation to disabilities under the American with Disabilities Act and union or concerted activities, or membership or non-membership in the Union. The Employer will employ and use all means of safety for the protection of the employees in compliance with the health and safety regulations in accordance with applicable Federal and State Laws. The Employer may decline to arbitrate grievances dealing with the above matters, unless the parties and the employee(s) enter into an agreement which provides: (1) that the Employer shall not discriminate; (2) that statutory issues are covered by this Agreement and will be arbitrated; and (3) that employee(s) are waiving their right to go to an administrative agency or court and further, this agreement results in the arbitration hearing being final and binding.

ARTICLE I
TERRITORIAL JURISDICTIONS OF LOCAL
UNIONS

This Agreement shall apply to and be effective within all areas of the State of Connecticut. Territorial Jurisdiction of Local Unions are as follows:

Local Union 146, Norwalk, Connecticut

Norwalk, Westport, Wilton, Weston, Greenwich, Stamford, Darien and New Canaan

Local Union 230 Hartford Connecticut

Tolland, Windham and Hartford Counties (with the exception of Berlin, East Berlin, Bristol, Kensington, Forestville, Milldale, New Britain, Newington, Plainville, Plantsville, Rocky Hill and Southington)

Local Union 390, Waterbury, Connecticut

Waterbury, Wolcott, Prospect, Middlebury, Watertown, Cheshire, Beacon Falls, Thomaston, Woodbury, Southbury, Terryville, Roxbury, Oxford, Naugatuck

Local Union 455, New Haven, Connecticut

New Haven, West Haven, East Haven, North Haven, Derby, Ansonia, Seymour, Woodbridge, Bethany, Orange, Hamden, Branford, North Branford, Madison, Guilford, Northford, Meriden, Wallingford, Yalesville

Local Union 547, New London Connecticut

New London, Waterford, East Lyme, Old Lyme, Lyme, Ivoryton, Old Saybrook, Westbrook, Essex, Deep River, Chester, Salem, Montville, Groton, Stonington, Pawcatuck, and Fishers Island, New York, Norwich, Taftville, Occum, Baltic, Versailles, Plainfield, Moosup, Wauregan, Voluntown, Central Village, Colchester, Jewitt City, Lebanon, North Stonington, Yantic, Franklin, Canterbury

Local Union 611 New Britain, Connecticut

New Britain, Basham, Berlin, Bristol, Clinton, Cobalt, Cromwell, Durham, East Haddam, East Hampton, Forestville, Haddam, Haddam Neck, Higganum, Killingworth, Kensington, Little Haddam, Middlefield, North Plain, Plainville, Portland, Rocky Hill, Southington, Middle Haddam, Middletown, Millington, Milldale, Moodus, Newington

Local Union 665, Bridgeport, Connecticut
Bridgeport, Fairfield, Southport, Easton, Trumbull, Monroe, Stratford, Devon, Newtown, Shelton, Milford

Local Union 675 Danbury Connecticut

Danbury, Bethel, New Milford, Brookfield, Bridgewater, New Fairfield, Sherman, Redding, Ridgefield, Georgetown, West Redding, Torrington, Harwinton, Litchfield, Morris, Bethlehem, Washington, Warren, Sharon, Cornwall, Goshen, New Hartford, Barkhamsted, Winchester, Norfolk, Canaan, Salisbury, North Canaan, Colebrook, Lakeville, Kent, Winsted

ARTICLE II
UNION RECOGNITION, UNION
SECURITY AND EMPLOYMENT

SECTION 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications and categories of work covered by this Agreement for the purpose of Collective Bargaining as provided by the Labor-Management Relations Act of 1947, as amended.

SECTION 2. All present employees who are members of the Union on the effective date of this Agreement shall remain members in good standing by the payment of their regular monthly dues as a condition of continued employment. All present employees who are not members of the Union and all employees who are hired hereafter for work in the classifications specified herein shall become and remain members in good standing by tender of the required initiation fee and regular monthly dues on the 8th day following the execution of this Agreement or the date of employment, whichever is later, and shall thereafter maintain such good standing for the term of this Agreement.

SECTION 3. Upon request of written notice from the Union, the Employer shall discharge any employee who fails to become or is not a member of the Union on the prescribed day, provided membership was available under the same terms and conditions as generally applicable to other members. Further, all employees who fail to maintain their Union membership in good dues standing shall be summarily discharged by the Employer. The Union agrees to indemnify and hold the

Employer harmless from any claim arising from any discharge as provided herein.

SECTION 4. "Membership in good standing" as referred to herein means solely the tender, or payment of, normal dues and the standard initiation fee.

SECTION 5. Should the present Federal Law be amended during the term of this Agreement to allow compulsory membership in the Union on the date of employment, or on any period less than eight (8) days from the commencement of employment, this clause is hereby automatically charged to include such amendments as of the effective date of the law.

SECTION 6. The Local Union having jurisdiction shall be recognized as the principal source of laborers and shall be given the first opportunity to refer qualified applicants for employment. The Employer shall be the sole judge as to whether or not the men furnished are qualified. The Employer reserves the right to transfer or rehire laborers, provided that for those laborers rehired, the Employer shall notify the Union of the rehiring within forty-eight (48) hours of the date of rehiring.

SECTION 7. Subcontracting: The Employer agrees that the wages, including health and welfare, pension, training, legal services fund and other contributions, hours and working conditions provided for by this Agreement shall encompass the entire work covered by this Agreement, thereby applying equally to any subcontract let by the Employer on work covered by this Agreement at the site of any job.

The Employer further agrees to refrain from doing business with any subcontractor for work to be done at the site of a construction project covered by this Agreement, except where such contractor subscribes and agrees in writing to be bound by this Agreement and complies with all of the terms and conditions of this Agreement.

This section shall not apply to vendors furnishing material solely, or to any person furnishing trucking or transportation.

This Section 7 shall not apply to subcontractors who are bound by or parties to a collective bargaining agreement with either the Laborers, International Union

of North America, or any of its affiliates having jurisdiction in the State of Connecticut nor shall this Section 7 apply when the work covered herein is awarded directly to subcontractors pursuant to a pre-filed or assigned bid procedure.

SECTION 8. The parties agree that there shall be no circumvention of this Agreement.

SECTION 9. In no event shall the Employer be required to pay higher rates of wages or fringe benefit contributions or be subject to more unfavorable working rules than those established by the Union for any other employer engaged in similar work.

SECTION 10. When an Employer hereunder engages in independent site work, highway and heavy construction or other work covered under the Heavy-Highway, Tunnel and Utility Agreement by and between the Union and the Connecticut Construction Industries Association, Inc., he shall pay wages and fringe benefit contributions and shall abide by hours and working conditions provided in said Heavy-Highway, Tunnel and Utility Agreement.

SECTION 11. Any provision of this Agreement adjudged to be unlawful by a court of competent jurisdiction shall be null and void, but all other provisions of this Agreement shall continue in full force and effect for the term of this Agreement.

SECTION 12. When a contractor has a contract of more than \$2,000,000 on a construction project, he shall call the District Council to determine whether a pre-job conference should be scheduled and to notify the District Council of the following information:

- (a) Location of job site;
- (b) Approximate starting date and duration;
- (c) Type of job;
- (d) Approximate manpower requirements.
- (e) Subcontractors

The Union may elect to accept a telephone call as a pre-job conference or it may require a pre-job conference meeting to be held at a mutually agreeable time and place to discuss the anticipated hiring procedures, work

assignments, shift work, safety, health hazards and accident prevention.

SECTION 13. Joint Venture: If and when the employer performs any job site construction work of the type covered by this agreement with another corporation, company, partnership, or any other entity in a joint venture, wherein the employer has either directly or indirectly any significant degree of ownership, management or control, the terms and conditions of this agreement shall be applicable to all such work and to the joint venture as a signatory employer.

ARTICLE III **WAGES - HOURS - CLASSIFICATIONS** **SHIFTS**

SECTION 1. The regular straight time hourly rate of pay for employees covered under this Agreement shall be as follows:

Classifications and Wage Rates

Laborers

Carpenter Tenders

Wrecking Laborers

Fire Watchers

4/1/05 - 4/02/05	\$21.75
4/3/05 - 4/01/06	\$22.00
4/2/06 - 3/31/07	\$22.50
4/1/07 - 4/06/08	\$23.00
4/7/08 - 3/31/09	\$23.25

Should there be need to increase the rate of contribution payable to the health and/or pension benefit funds provided for in ARTICLE X, Section 1 of this Agreement during the term of this Agreement, the appropriate regular straight time hourly rate of pay provided in this Article III, Section 1 above shall be reduced by such amount and the appropriate health and/or pension benefit fund contribution rate provided in ARTICLE X, Section 1, of this Agreement shall be increased by such amount after adequate time for notice to Employers. The parties agree to execute amendments to this agreement to accomplish the objectives of this paragraph should the need arise.

SECTION 1 a. For all non-prevailing rate work, there shall be a rate for clean up work available only to general contractors and contract managers of \$13.75 per hour.

SECTION 1 b. It is agreed and understood that the practice and usage of "traffic control signalman" by each individual employer shall continue to prevail. Any laborer "traffic control signalman" covered by the agreement shall be paid a minimum hourly rate of \$15.00 per hour.

SECTION 2. The rate to be paid for intermediate classifications shall be as follows. The amounts indicated shall be the amounts to be paid per hour, over and above the basic wage rate referred to above:

Mortar Mixer, Pipelayers*, Plaster Tenders, Power Buggy Operators, Powdermen, **Fireproofers/Mixer/Nozzleman	\$0.25
Jack Hammer operator	\$0.50
Mason Tenders/Forklift Operators (Masonry)	\$0.50
Licensed Pipelayer* P6-P7 License	\$0.85
Forklift Operator (Masonry)	\$0.50

(*The pipelayer rate shall apply only to the one (1) or two (2) employees of the total crew whose primary task is to actually perform the mating of pipe sections.

**Solely the employee running the mixer and spraying the fireproofing.

Air Track Operators, Sand Blasters	\$.75
Nuclear, Toxic Waste*** Removers, Blasters	\$3.00
Asbestos and Lead Removal	\$1.00
Nuclear Supervisor	25% over base rate
Asbestos Foreman	20% over base rate

*** "Toxic waste" is defined to mean substances requiring the employees to wear OSHA level A, B or C personal protection and for which training and a certificate is necessary. It does not include handling contaminated materials.

SECTION 3. Open Air Caisson, Cylindrical Work and Boring Crew:

Classifications and Wage Rates

Bottom Men

4/1/05 - 4/02/05	\$22.25
4/3/05 - 4/01/06	\$22.50
4/2/06 - 3/31/07	\$23.00
4/1/07 - 4/06/08	\$23.50
4/7/08 - 3/31/09	\$23.75

Top Men

4/1/05 - 4/02/05	\$21.75
4/3/05 - 4/01/06	\$22.00
4/2/06 - 3/31/07	\$22.50
4/1/07 - 4/06/08	\$23.00
4/7/08 - 3/31/09	\$23.25

Foremen

4/1/05 - 4/02/05	\$24.25
4/3/05 - 4/01/06	\$24.50
4/2/06 - 3/31/07	\$25.00
4/1/07 - 4/06/08	\$25.50
4/7/08 - 3/31/09	\$25.75

SECTION 4. Nothing herein shall be construed as a guarantee of the number of hours of work per day or the number of days of work per week. Forty (40) hours shall constitute a regular work week; eight (8) hours shall constitute a regular work day, starting time 6 a.m. to 8 a.m. on Monday, Tuesday, Wednesday, Thursday and Friday. The Local Union shall be notified when work is to be performed on Saturdays, Sundays and holidays. An unpaid lunch shall fall between one hour before and one hour after the midpoint of the shift. If work is provided for any craft that traditionally works with laborers, then laborers will be employed in appropriate amounts, at the contractor's discretion.

SECTION 4(a) The Employer shall have the option of scheduling four (4) ten (10) hour days in a week at the regular rate of pay and the overtime rate of time and one-half shall be paid only for work over ten (10) hours in a day and forty (40) hours in the week, provided the employer notifies the Local Union that has jurisdiction over the job. Double time shall be paid for all work performed on Sundays and Holidays. Saturday shall be a time and one-half day, except that if work is not performed on one or more days, Monday through

Friday, because of inclement weather or other conditions beyond the control of the Employer, work on Saturday shall be at the straight time rate. The provisions of the government-owner restrictions and market recovery, if they apply, shall take precedence over this section of the Agreement.

SECTION 5. When two (2) or more shifts are used, they shall continue for at least five (5) consecutive regular work days. The first shift shall be eight (8) hours worked, and the second shift shall be seven and one-half (7 ½) hours worked and the third shift shall be seven (7) hours worked and each shift shall be paid eight (8) hours pay at the regular straight-time rate. When working on Sundays and holidays, the first shift shall work eight (8) hours and receive sixteen (16) hours pay at the straight-time rate and the second and third shifts shall work seven (7) hours each and receive sixteen (16) hours pay at the straight-time rate. A shift which begins at or after 12 midnight Sunday shall be considered the third shift.

SECTION 6. Overtime - Employees shall be paid one and one-half times the straight time hourly rate of pay (time and one-half) for time worked:

(1) in excess of eight (8) hours on any regular work day and before regular starting and after regular quitting times;

(2) in excess of seven (7) hours on a second or third shift on regular work days;

(3) on Saturdays. Saturday shall be a time and one-half day, except that if work is not performed on one or more days, Monday through Friday, because of inclement weather or other conditions beyond the control of the Employer, work on Saturday shall be at the straight time rate. The provisions of Article III, Section 11, government-owner restrictions and the provisions of the Market Recovery Agreement, if they apply, shall take precedence over this section and all other sections of the Agreement.

(4) Employees shall be paid the overtime rate of two times their regular straight time rate of pay (double time) for time worked on Sundays and holidays.

SECTION 7. Overtime: When-Masons, Finishers, Carpenters and other building and construction crafts normally tended by laborers are employed on overtime work, an appropriate number of laborers (not less than one) shall also be employed if there is any laborers' work to be done.

SECTION 8. During the morning working hours, at a time selected by the Employer, one or more laborer employees designated by the Laborer Foreman shall obtain coffee for each laborer. This privilege shall not be abused.

SECTION 9. The wages set forth in this Agreement that are in effect at the time when bids for jobs are submitted by the Employer are the wage rates which shall remain and continue in effect throughout the duration of the entire job, notwithstanding the provisions contained in Article XV hereof relative to the termination date of this Agreement, or any other terms of provision of this Agreement, or the provision contained in any successor Agreement.

The provisions of this Section 9 shall become effective only if and when a similar provision is entered into between the Association and IUOE Local Union No. 478, the Connecticut State Council of the United Brotherhood of Carpenters and Joiners of America, and the Construction Division of Teamsters Joint Council No. 64 of the International Brotherhood of Teamsters, or their successors or assigns.

SECTION 10. Laborers performing work at a nuclear site or fossil fuel plant under an International Maintenance Agreement providing for less than the full hourly wage rate established in this Agreement shall be paid the wage increase negotiated herein as an additional Annuity Fund contribution for the term of their employment.

SECTION 11. With respect to jobs bid before April 1, 2005, the wage carryover rate shall be at the \$21.75 minimum rate. The wage rate for jobs bid prior to April 1, 2005 stays at the \$21.75 rate until March 31, 2006 or when the job ends, whichever is sooner.

With respect to prevailing rate jobs bid on and after April 1, 2005, the minimum hourly wage rates shall be the wage rates set forth in the wage determination in the construction contract, which rates shall continue in effect for one year beyond the expiration of the wage rates in this agreement at the time the work starts. With respect to non-prevailing rate jobs bid on and after April 1, 2005, the minimum hourly wage rates that shall remain and continue in effect shall be the wage rates used to bid, which rates shall continue in effect for one year beyond the expiration of the wage rates in this Agreement at the time the work starts.

SECTION 12(a). Government Owner. On projects subject to a government agency's or railroad's prohibition, limitation or restriction of the times and days when work may be performed, the Employer may schedule work in accordance therewith and employees shall be paid at the straight time rate for the first forty hours of work performed in a week or eight hours in a day and time and one-half for hours of work over (40) forty performed in a week or eight 8 hours in a day, regardless of the time of the day or the day of the week on which the work is performed. A make-up day may be worked with mutual consent. Consent shall not be unreasonably withheld. On Building work, prior to the start of the work involving a prohibition, limitation or restriction, the Employer will give notification and relevant documentation to the Union of the prohibition, limitation or restriction.

SECTION 12(b). Private Owners On projects where the bid documents require the contractor to work hours other than the regular work hours set forth in this agreement, employees may be assigned, with notification of the Union by the Employer, to work these hours at eight (8) hours straight time. If the restrictions are not in the bid documents the employer shall be able to work these hours with mutual consent. Consent shall not be unreasonably withheld. There shall be no make-up days. Four ten (10) hour days plus a make-up day may be assigned, with the mutual consent of the Union and the Employer. Prior to the start of the work involving a prohibition, limitation or restriction, the Employer

will give notification and relevant documentation to the Union of the prohibition, limitation or restriction.

The provisions of Section 4 of Article III of this Agreement, so far as it pertains to starting and quitting times and lunch breaks, shall not apply where a governmental agency's prohibition, limitation, or restriction of the work to be performed interferes with the starting time or the regular work day based on the starting time, in which event the starting time shall be determined by the Employer based on said prohibition, limitation, or restriction.

Section 13. Apprentice Program:

a. New applicants for membership who cannot provide reasonable proof of 4,000 or more hours of employment as a construction Craft Laborer (or, alternatively, cannot demonstrate equivalent skills in a placement examination administered by the Joint Apprenticeship and Training Committee (JATC) shall, whenever possible, enter the Apprenticeship Program. Any person entering by failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

b. The Apprenticeship and Training Standards approved by the Bureau of Apprenticeship and Training Connecticut Department of Labor are hereby incorporated by reference as a part of this Agreement.

c. The Apprentice wage rates:

Hours of Credit	Wage Rate
0-999	60% of Journey Worker
1,000-1,999	70 % of Journey Worker
2,000-2,999	80% of Journey Worker
3,000-3,999	90% of Journey Worker
over - 4,000	Journey Worker

d. The Employer may pay a higher rate at its

option. However, the Apprentice must meet his or her commitments to the Joint Apprenticeship Committee regardless of the level being paid.

e. The Employer shall pay an Apprentice the full fringe benefit package as described in this contract.

f. Entry into the Apprenticeship Program shall be controlled by the JATC, which shall employ appropriate testing and screening procedures. An Apprentice advances from one hours-of-credit and wage-rate category to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice.

g. On or before January 1, 2004, the employer shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. The employer is not obligated to accept more than one (1) apprentice for every (5) journey workers commencing with the sixth laborer employed per job site.

h. The Employer may not employ an Apprentice until at least one Journey Worker is employed and thereafter may not employ more than one (1) Apprentice for every additional three (3) Journey Workers.

i. An Apprentice should whenever possible, be rotated by the Employer through different types or work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with experience in the full range of craft skills, the JATC may request the Local Union to reassign the Apprentice to other employment in order to provide that experience. For so long as the Employer is able to provide the necessary range of employment experience, the Employer may choose to retain the apprentice from job to job

but shall not notify the Local Union and JATC of all reassignments.

- j. An Apprentice shall not work on the jobsite unless supervised by a Journey Worker.
- k. An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).
- l. It is the intent of the parties that this provision will not result in the displacement of Journey Workers.

ARTICLE IV **HOLIDAYS**

SECTION 1. Employees covered hereunder shall be entitled to take the following days off without pay: New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. In the event a holiday falls on a Sunday, the following Monday will be observed as that holiday.

SECTION 2. If a majority of the Laborers on a crew on the job wish to work the Day after Thanksgiving, and work is available, then work will be provided on the job except when inclement weather or other conditions beyond the control of the Employer occur and provided further that the employees who wish to work are qualified to do the work.

ARTICLE V **COVERAGE AND DESCRIPTION OF** **LABORERS WORK**

Section 1: Laborers' work shall include but not be limited to: all building Laborers' work necessary to tend the carpenters, such as unloading, handling, and distribution of materials, and other building trades craftsmen, all clean up of debris, grounds, and buildings, and all General Laborers' work.

All Laborers' work in connection with excavation for building for all other construction, including digging of trenches, piers, foundations, holes, caissons and cofferdams. (This does not restrict the laborers from performing other work.)

All Laborers' work in connection with concrete work, chipping, and grinding, mixing, handling, shoveling, conveying, pouring, concrete pumps and similar type machines, grout pumps, nozzlemen, vibrating equipment, igniting equipment and otherwise applying concrete whether done by hand or any other process; and wrecking, stripping, dismantling and handling concrete forms and false work.

All Laborers' work in connection with excavation, grinding, preparation, concreting, asphalt and mastic paving, paving, ramming, curbing and flagging of other stone materials.

All Laborers' work in connection with the cutting of holes, digging of trenches, manholes, etc., handling and conveying of all materials for same, concreting of same, and the backfilling, grading and resurfacing of same.

All Laborers' work in construction of caissons, non-metallic drains and sewers, metallic drains and sewers, any type of conduit and cribbing, lagging, bracing, sheeting, trench jacking and handling of hand-guided lagging hammers in open trenches and ditches.

All Laborers' work in connection with the shoring, underpinning and razing of all structures.

All Laborers' work in connection with drilling and loading, placing and blasting of all powder and explosives.

All Laborers' work in connection with the slicing, handling and placing of all rip-rap, rock and stone, retaining walls or wherever used.

All Laborers' work on pre-casting or prefabrication yard at the construction project site or at a pre-cast prefabrication yard specifically established and operated for that one particular construction job and in wrecking yard and wrecking work on construction.

All Laborers' work in connection with the removal and disposal of asbestos, and the removal and disposal of toxic waste.

All Laborers' work in connection with the coring and sawing of concrete.

All Laborers' work in connection with the classifications of work set forth in this Agreement.

The Employer further recognizes that the Union claims the work set forth in Appendix A attached hereto and made part hereof.

Section 2 Jurisdictional Dispute Procedure:

In the event a dispute involving jurisdiction arises, the disputing unions shall request the other union or unions involved to send representatives to the job site to meet with representatives of the Union and the employer to settle the dispute. If unanimous agreement including the consent of the employer, is not reached at the meeting, the Unions shall request their International Unions to assign a representative who shall make arrangements to meet representatives of the other International Union or Unions involved and representatives of the Employer on the job site to seek settlement of the dispute. If the above procedure, or any other mutually agreed upon procedure, fails to resolve the problem, then the Employer, at the request of the Union, agrees to participate in a tripartite arbitration with all the disputing parties. Failure of any party to participate in said arbitration shall not prevent the arbitration from proceeding. The impartial umpire to hear the dispute shall be selected in rotation from Larry Foy, Mike Walsh and Larry Katz. Decisions rendered or resolutions agreed to by any of the above procedures shall be final, binding and conclusive on the Employer and the union parties. There shall be no strikes, picketing, work stoppages, slowdowns or lockout over any jurisdictional dispute. Any alleged violation of this agreement involving disputes concerning jurisdiction shall not be subject to the normal grievance and arbitration process contained in Article V and shall be resolved solely through the processes contained herein. The arbitrator shall determine jurisdiction based on industry practices, area practice, operational efficiency and economy. In addition, the scope of the arbitration shall be limited solely to the determination of jurisdiction and any such decision or determination shall not result in any rework, or double manning (i.e. requiring more employees than

necessary to perform the work). Nothing herein, however, shall prohibit the award, by the Arbitrator, of monetary damages.

ARTICLE VI HEATERS

When utilizing salamanders and other heaters within the jurisdiction of the Union: (1) Each such employer shall assign employees covered by this Agreement to service "salamanders" in accordance with the following schedule.

Bulk Source

First Shift:

0 - men regardless of units in the System or the size of the System.

Second and Third Shifts

1 - man regardless of the number of units in the System or the size of the System.

Individual Units

All Shifts

0 - 5 units - 0 men

6 - 20 units - 1 man

21 - 35 units - 2 men

36 - 50 units - 3 men

each additional 15 units - 1 man

"Individual Units" as set forth in the above schedule shall be defined as being fed by a tank up to one-hundred (100) pounds.

(2) The Laborer, if any, assigned to service the Bulk Source system shall be required to service and hook-up the individual units of the system at the beginning of and during its operation but shall not be assigned the work of repairing or installing the piping system as that work is assigned to other crafts.

(3) For the purpose of the work referred to above, Article III, Section 5 of the Agreement shall be amended and interpreted to establish the following shift arrangement:

(a) If salamanders or heating units referred to above are to operate for seven (7) or more consecutive days, there shall be four six-hour shifts per day and any employee assigned to this work referred to above shall receive forty-four (44) hours pay at straight-time for forty-two (42) hours work. Each such employee shall be assigned to work each day of the seven (or more) day schedule.

(b) If salamanders or heating units referred to above are to operate for more than two (2) full days but less than seven (7) full days, then four six-hour shifts shall be established and employees so assigned shall be paid eight (8) hours pay for six (6) hours worked on the shift.

ARTICLE VII **REPORTING TIME PAY**

SECTION 1. After a person has been first hired and ordered to report to work at the regular starting time and no work is provided for him on the day that he is so ordered to report, he shall receive reporting time pay equivalent to two (2) hours at the regular straight-time hourly rate. If the person has been working regularly, and the Employer has failed to notify him/her not to report for work before leaving his/her residence, he/she shall be entitled to one (1) hour reporting time pay as provided herein. The employee must remain at the job site and available for work unless told by the Employer that he may leave.

SECTION 2. Employees shall furnish their Employer with current telephone or other contact at the start of each job, and advise the Employer of any subsequent change or changes in such contact during the course of the job.

SECTION 3. Any employee who reports for work, and for whom work is provided, regardless of the time he works, shall receive the equivalent of not less than four (4) hours pay at the regular straight-time hourly rate provided he is available for work throughout such period.

SECTION 4. Any employee who reports for work and who works for more than four (4) hours in any one day shall receive the equivalent of not less than eight (8)

hours pay at the regular straight-time hourly rate provided that he is available for work until the end of that regular work day.

SECTION 5. It is expressly provided, however, that if the employee leaves the job site without permission of the Employer, or when a person refuses to work or continue to work, or when work stoppages brought about by a third party or parties prevent or make ill-advised, in the opinion of the Employer, the performance or continuance of work, payment of reporting time pay for time not actually worked shall not be required.

SECTION 6. Where notification of the men is required under this Agreement to the effect that work shall not be performed on a particular day, notification of such fact to the steward shall be sufficient notification to the men, provided the steward is permitted enough time during working hours to notify the men.

ARTICLE VIII **CONDITIONS OF AGREEMENT**

SECTION 1. All wages due under this Agreement shall be paid on the regular pay day designated by the Employer in lawful U.S. currency, certified check, or bank check or by direct deposit if agreed to by both the Employer and the employee, once each week during working hours, before 4:00 p.m. payment shall be made showing employee's name, hours worked, amount earned, social security deduction, withholding tax, employer's name and address. Any employer paying wages to an employee by check shall do so during working hours, before 4:00 p.m. on Monday, Tuesday, Wednesday, or Thursday.

If the regular pay day falls on a holiday that is not worked, the employee then shall be paid on the day before the holiday in question. Also, any employer paying wages to an employee by check shall notify employees of a bank or other facility at which checks can be cashed, within reasonable proximity to the job site, without charge to the employees. The employer shall withhold not more than three (3) days pay in any one week. If an employee is discharged, or laid off for any reason, and he shall receive a full days pay for that

day and he shall also be given a lay-off slip for unemployment insurance at the time of lay-off. If payment is not made expressly as provided herein, then the employee who has been terminated shall be paid for all waiting time until paid; waiting time to be computed at the regular straight-time rate. If an employee quits of his own accord, he shall receive wages for the time he worked on the next regular pay day.

SECTION 2. Raingear and slip over boots must be provided by the Employer if men are ordered to work in rain, mud, concrete or snow. Men cannot be terminated if they are unable to work because they are not furnished raingear and slip over boots. All tools, boots, hats and raingear and other implements and equipment, other than those customarily furnished by employees, necessary to the performance of any of the work covered by this Agreement, shall be furnished by the Employer and shall remain the property of the Employer and shall be returned to the Employer when not in use or upon leaving its employ. Each employee may be required to sign a receipt for such equipment at the time he receives it, and he shall be liable for the cost of replacement of any equipment which is lost or otherwise not returned to the Employer.

SECTION 3. Clothes Room. The Employee shall provide a clean comfortable heated shed or room of suitable size, relative to the number of Laborers employed, for the Laborers to change their clothes and partake of their lunch. Such place shall not be used to store tools, equipment or materials.

SECTION 4. Drinking Water: The Employer shall provide a clean can of drinking water with paper cups, readily available to each employee on the construction site. The water shall be changed once in the morning and once in the afternoon.

SECTION 5. Toilets: Clean, sanitary toilets shall be provided for the employees use.

SECTION 6. Telephone: A phone shall be made available on the job site for the employees use in case of emergency.

SECTION 7. Lost Time Because of Accidents: There shall be no lost time on the day of a minor injury for the employee obliged to receive medical attention and treatment, provided he returns to work within a reasonable time on that day. Employees seriously injured on the job, who have to obtain medical treatment, shall not be required to work on the day of the injury to receive payment of wages for that day. The injured employee will notify the Employer, as soon as possible, of any injury which occurs on the job and shall furnish the name and address of the physician consulted for medical attention as provided herein. When an employee is seriously injured on the job, the steward shall be permitted to notify the Union of the injury.

SECTION 8. Quitting Time. Each employee shall be given sufficient time at the end of the day to put away his tools and be at the clothes room or change shack at quitting time.

SECTION 9. Health, Safety, and Welfare: The Employer, the Union and the employees shall abide by the provisions contained in the Federal Williams-Steiger Occupational Safety and Health Act and the Connecticut Safety Construction Act as amended April 15, 1988, and adopted by the General Assembly. The Employer and the Union also agree to mutually cooperate with each other with respect to all aspects of safety, accident prevention, health, medical facilities and medical treatment, to the end that the health, safety and welfare of the men working on the project may be adequately and properly protected and promoted with the prosecution of the work efficiently carried on in accordance with safety regulations previously described.

SECTION 10. Employers may conduct drug and alcohol testing of applicants and employees and such testing must conform to state law. Employers will notify the Union 21 days prior to implementing new drug testing policies. If drug testing is required by law, drug tests maybe administered in accordance with the law.

SECTION 11. Electronic Devices: The Employer shall have the right to limit or prohibit the use of electronic devices. ~~There shall be no non-working stewards.~~

SECTION 12. Parking: Where free parking is unavailable within a half mile of the job site, the employer shall furnish or provide for transportation to or near the worksite by motor vehicles, carpools or otherwise, or, if unable or unwilling to do so, will pay fifty (50%) percent of the cost of the parking to employees, who pay for such parking, in an amount not to exceed \$4.00 per day, provided the employee submits such receipt for parking. If the employee refuses the employer's offer to furnish transportation as provided herein, the employee shall not be entitled to reimbursement for parking.

SECTION 13. Management Rights: The employer shall have the right and full authority to manage the business and the exclusive right to direct and assign the working forces including assigning work and decide all matters including but not limited to layoff, recall, hire, discharge, liquidate and close down the business or any part thereof, except to the extent the Employer is specifically prohibited from doing so by the terms and conditions of this Agreement.

ARTICLE IX

BUSINESS MANAGER-FIELD

REPRESENTATIVE-STEWARDS-FOREMEN

SECTION 1. The Business Manager or Field Representative of the Union shall be allowed to visit the job site during working hours. If there is a location for visitors to sign in on the project, the business agent must sign in prior to entering any work area.

SECTION 2. A steward shall be appointed by the Union Representative of the Local Union which has territorial jurisdiction in the area where the job is located. The steward shall be allowed a reasonable amount of time to check dues books and report any violations of the Agreement to the Union.

The steward shall remain on the job until completion of all the work covered by the terms of this Agreement and shall be given preference in working overtime. The Employer shall give the Union at least forty-eight (48)

hours notice before laying off the steward in all cases. There shall be no non-working stewards.

Except for paving jobs, the Local Union which has geographical jurisdiction of the area in which a job is performed shall have the right to furnish an employee, who may be named as steward, provided that the Employer requires four or more Laborers to work on the project.

It is the intent of the parties that this Section 2 shall not be construed to require displacement of a laborer who performed the task (assigned for overtime) during the regular work day.

The employer may discharge stewards without prior notice for just cause.

SECTION 3. Laborer Foremen: Laborer Foremen must have been members of LIUNA in good standing for a period of not less than one (1) year and shall receive not less than \$2.00 above the regular straight time hourly rate payable to laborers or as negotiated.

For purposes of directing laborers on all projects where eight (8) or more laborers are employed, a laborer foreman shall be selected by the Employer. If the Employer decides there is need for additional foremen, such additional foremen shall be supplied by the Local Union that has territorial jurisdiction in the area where the job is located.

The laborer foreman shall not be compelled to work with the tools when there are eight (8) or more employees in the crew he is assigned to supervise.

ARTICLE X

FRINGE BENEFIT FUNDS

SECTION 1a. Employers hereunder shall make contributions to the fringe benefit trust funds enumerated, hereinafter referred to as the "Funds", in the amounts set forth below for each hour worked by each employee covered under this Agreement on and after the effective dates indicated:

Connecticut Laborers' Health Fund
4/1/2005-4/02/2005 \$4.24

4/3/2005-4/01/2006	\$4.99
4/2/2006-3/31/2007	\$5.94
4/1/2007-4/06/2008	\$6.79
4/7/2008-3/31/2009	\$7.39

Connecticut Laborers' Pension Fund

4/1/2005-4/02/2005	\$2.85
4/3/2005-4/01/2006	\$3.15
4/2/2006-3/31/2007	\$3.50
4/1/2007-3/31/2009	\$3.85

New England Laborers' Training Fund

4/1/2005-3/31/2009	\$0.35
--------------------	--------

Connecticut Laborers' Legal Services Fund

4/1/2005-3/31/2009	\$0.26
--------------------	--------

Connecticut Laborers' Annuity Fund

4/1/2005-4/02/2005	\$1.75
4/3/2005-4/30/2008	\$2.00
3/31/2009	\$2.25

Labor Management

Cooperative Trust Fund

4/1/2005-3/31/2009	\$0.15
--------------------	--------

New England Laborers Health

and Safety Fund

4/1/2005-3/31/2009	\$0.15
--------------------	--------

SECTION 1B. Employers signatory to this Agreement hereby acknowledge and agree to be bound by the Agreement and Declaration of Trust and any amendments thereto, for each respective Fund enumerated in Section 1a above.

It is recognized that the policies and procedures promulgated by the Trustees with regard to matters concerning the payment and collection of contributions may change. Signatory Employers hereby agree to be bound to such policy and procedures and changes set by the Trustees unless in conflict with this Agreement.

All such payments to the Funds are to be made in such manner and at such time as the Trustees of the respective Funds shall determine, but in no event shall such contributions be required to be paid more often than monthly, or sooner than the 25th day of the month following the month in which said contributions were earned except as subsequently set forth in this Article. However, in the event that an Employer is delinquent in

the payment of contributions, the trustees of the respective funds may, upon written notice to the Employer, require that Employer make contributions to the funds on a weekly schedule and that such weekly contributions may be required for a period of up to twelve (12) months. If the Employer has not paid such weekly contributions timely during the preceding period, the trustees of the respective funds may require weekly contributions to be made for periods which exceed twelve months. The trustees may also require Employers who are based outside the state of Connecticut, to make contributions on a weekly basis, without regard to the payment history of such Employers. Interest on delinquent amounts may be required. The Trustees shall apply such contributions to provide such plan or plans of benefits for eligible employees as the Trustees shall determine. The Employer shall be liable to pay contributions provided above only for hours worked in covered employment in the geographical jurisdiction covered by the respective Funds. In no event shall the Employer be liable to make duplicate contributions to more than one Fund providing the same type of benefits.

Fringe contributions shall be based on eight (8) hours of contributions for all shifts, provided the employee works the complete shift.

The Union and its members shall not perform bargaining unit work for a signatory contractor who is sixty (60) days or more delinquent in contributions required by the Collective Bargaining Agreement.

SECTION 2. The Funds shall be maintained at all times as jointly administered Taft-Hartley trust funds with an equal number of employer and labor trustees herein referred to as the "Trustees", selected and serving and with such powers and duties, all as may be provided from time to time by the applicable Trust Agreement. Upon request by the parties, the Funds shall furnish to the Association and the Union copies of their respective annual audit reports and annual actuarial or consulting reports.

SECTION 3. Each fund shall at all times be operated in conformance with applicable Federal and State laws and regulations, and shall be maintained as a tax exempt trust under the provisions of the Internal Revenue Code so that Employer contributions to said

Fund shall at all times be deductible as a business expense. The Employer shall not be liable to contribute to such Fund for hours worked during the period that contribution(s) are not deductible.

SECTION 4. At the discretion of a Fund's Trustees, an Employer determined to be delinquent in its payments as required herein may be held liable for all contributions due to the Fund and reasonable attorney's fees, court costs, audit fees and other expenses incurred incidental to collection of contributions due the Fund, including a reasonable rate of interest on contributions due. Appropriate payroll records of the Employer may be subject to audit by the Trustees or their authorized representative upon reasonable notice. The Trustees shall have all powers with respect to the audit of appropriate payroll records and the collection of delinquent contributions, interest, audit fees, attorney's fees and other expenses of collection as may be provided from time to time by the applicable Trust Agreement. The Employer shall be required to maintain and make available such pay records that are necessary for payroll audits.

Once an Employer has been adjudged a delinquent to any of the Funds as provided herein, said Employer may be required by the Trustees, in addition to remitting to the Funds monies due for past delinquencies and appropriate costs associated therewith, to furnish a surety bond equal to the average of three previous months contributions rounded to the nearest thousand, but in no event less than ten thousand dollars (\$10,000) to the Trustees of each of the Funds to which contributions are required to be paid pursuant to this Article.

SECTION 5. In accordance with Section 5.02(g) of ERISA, as amended, the Trustees do establish the rate of interest to be paid by Employer under Section 6621 of the Internal Revenue Code of 1954 (currently twelve percent (12%) per annum); and further, liquidated damages shall be assessed in an amount of twenty percent (20%) of the amount of the delinquency, or such higher percentage as may be permitted under federal or state law, plus reasonable attorney's fees and costs of the action.

Employers who are adjudged delinquent by the Fund Trustees in their payments to the Health, Pension, Legal

~~Services, Annuity and Training Funds~~ shall not have the privilege of employing Laborers under the terms of this Agreement if such payments have not been made after written notice of such delinquency is given by the Union and seventy-two (72) hours have elapsed after such notice. All employees affected by such delinquency to any of the above-mentioned Funds, and who have lost work as a result thereof, shall be paid their normal wages by the delinquent Employer, until said delinquency is cured and the employees resume their work.

SECTION 6. Nothing in this Agreement, the Trust Agreement, a plan of benefits or any other document shall be construed to impose upon the Employer or other contributor any liability or obligation to contribute or make any other payments to any Fund toward the cost of benefits or the cost of administration of funding of the Plan beyond the obligation of the Employer to make contributions and pay expenses of collection as specified in Sections 1 and 4 above except as required by law. Except to the extent that the Association and the Union may participate in the selection of trustees, neither the Association, nor the Union nor any Employer shall be responsible for the operation or administration of the Funds. In no event shall the Association, the Union or any Employer be liable for any action or failure to act of any trustee. It is agreed and understood that this Section shall serve as a defense to any allegation or course of action brought by any individual or entity which might jeopardize the employer's or other contributor's position that its liability is strictly limited as stated herein.

The Pension Fund and Health and Welfare Fund shall each have a Board of Trustees consisting of eight (8) Trustees, four (4) of whom shall be appointed by the Council, two (2) by the Association, and two (2) by the Connecticut Construction Industries Association, Inc. (C.C.I.A.). The Legal Services Fund and the Connecticut Laborers' Annuity shall have a Board of Trustees consisting of four (4) Trustees, two (2) of whom shall be appointed by the Council, one (1) by the Association, and one (1) by the C.C.I.A. The Board of Trustees shall administer the respective Funds. Representation on the Board of Trustees of all Funds referred to in this Agreement shall at all times be

equally divided between Union and Management (Association and C.C.I.A.) representatives.

SECTION 7. In the event that a subcontractor is delinquent in the payment of wages or contributions to the fringe benefit funds as required by this Agreement, the General Contractor, upon written notice from the Union shall be liable therefore, provided however, that:

1. written notice of any such delinquency is sent to and received by the General Contractor within two weeks of the time payment was due from the subcontractor; and,
2. the delinquency is for contributions for hours of work performed on the Employer's project only; and, 3. amounts are or will be due to the subcontractor.

ARTICLE XI **DUES CHECK-OFF AND PAYROLL** **DEDUCTION**

Section 1. The Employer agrees to deduct the amount of forty-five cents (\$.45) for each hour worked, from the weekly pay of each employee who shall have authorized such deduction in writing as provided in this Section. Deductions shall be made from the net pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit and is covered by this Agreement, provided such employee has voluntarily authorized the Employer to do so in writing with the authorization forms to be furnished to the Employer, as set forth below:

a. Forty-three cents (\$.43) shall be used as hourly membership dues to support the Local Unions and the Connecticut Laborers' District Council.

LIUNA
LOCAL UNION NO.
DUES DEDUCTION AUTHORIZATION

To all Employers by whom I am employed during the terms of the present or future collective bargaining agreements, either by and between signatory Connecticut contractor associations and the Connecticut Laborers' District Council and its affiliates, or by an employer, not a member of said Associations, which has an individual collective bargaining agreement with the Connecticut Laborers' District Council and its affiliates.

REFERRAL CARD Date _____

Local Union No. City _____

To: _____
Name of Company Project Site

This will introduce _____
Name

S.S.N.

Referred as a _____ per your request

Signature

AUTHORIZATION FOR DUES DEDUCTION

I hereby authorize my Employer to deduct from my wages each week forty-three cents (\$.43), effective the date of this authorization, for each hour worked to constitute what are known as the hourly deductions as part of my membership dues for said week to maintain my membership in good standing in the Union as a condition of employment. Such deductions shall be made from my earned pay on each regularly scheduled pay day and shall be remitted to the designated depository at the same time and along with the Health and Welfare, Pension, New England Laborers' Labor Management Cooperation Trust Fund, Legal Services, Annuity, New England Health and Safety Fund, and Training Trust Fund contributions. This authorization and assignment shall continue in full force and effect whether or not I remain a member of the Union for a period of one year following the date it was signed or until the current applicable collective bargaining agreement expires, whichever is sooner, and for any subsequent similar period thereafter unless revoked by me within fifteen (15) days immediately preceding such contract term or one year, whichever is sooner. The above revocation must be in writing, bear the date and my signature, and be delivered to the Union and to the Employer with whom I am then employed.

DUES DEDUCTION

Employee's Signature

b. Two Cents (\$.02) of the amount provided in Section 1 shall be used as a voluntary contribution payable to the Laborers' Political League (LPL) to enable the Connecticut Laborers' District Council and its affiliated Local Unions to participate more fully in matters affecting the welfare of its members.

LABORERS' POLITICAL LEAGUE DEDUCTION

I further authorize the Employer to deduct the sum of two cents (\$.02) per hour for each hour worked as a voluntary contribution to the Laborers' Political League (LPL), which I understand constitutes a separate aggregate fund used for the purposes allowed under the Federal Election Campaign Act, 2 U.S.C. Section 441B.

The two cents (\$.02 per hour deduction authorization for contribution to the LPL is subject to revocation at any time. The above revocation must be in writing, bear the date and my signature, and be delivered to the officers of the Local Union of which I am a member and to the employer with whom I am then currently employed.

Such deductions shall be made from my earned pay on each regularly scheduled pay day and shall be remitted to the designated depository at the same time and along with the Health, Pension, Training, Annuity and Legal Services Trust Fund contributions. All such deductions shall be reported on one form, included in one check and sent along with all other funds provided for in this Agreement.

LABORERS POLITICAL LEAGUE PAYROLL CHECK-OFF AUTHORIZATION

I hereby authorize and direct each employer signatory to an agreement with the Laborers' International Union of North America or any of its affiliates for whom I work to deduct from my paycheck two cents (\$.02) for each hour worked every pay period and to remit such amount to the Laborers' Political League ("LPL") at such times as other remittances are made to the Union.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to LPL are not conditions of membership in the Union or of employment with any employer, that I have a right to refuse to sign this authorization and to contribute to LPL without reprisal and that LPL will use the money it receives to make political

expenditures and contributions in connection with federal, state and local elections. I also understand that this amount of money is merely a suggested guideline, that I am free to contribute more or less than this amount by any lawful means other than this check-off and that the Union cannot favor or disadvantage me because of the amount of my contribution or my decision not to contribute.

This authorization shall remain in effect until revoked by me in writing.

Contributions to the Laborers' Political League are not deductible as charitable contributions for federal income tax purposes.

Date Signature

Social Security Number

SECTION 2. Such authorization form, deduction, practices and procedures enumerated in this Article shall be in compliance with the requirements of all Federal and State laws and regulations regarding same, including Section 302 (c) of the Labor Management Relations Act of 1947, as amended.

SECTION 3. The Union agrees to indemnify and save the Employer and the Association harmless against any and all claims, suits or other forms of liability arising out of the Employers' participation in or performance of the provisions of the Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been paid to the Union.

SECTION 4. It shall be the sole responsibility of the Union to procure, pursuant to the provisions of Section 302(c) of the Labor-Management Relations Act of 1947, as amended, the signed individual authorization of every employee subject to this Agreement, both present and future. The Union shall indemnify and hold harmless each Employer from any claim arising under this Article including the furnishing of counsel to defend against any such actions.

SECTION 5. Any Employer who fails to file his reports and remit the deductions when same is due and payable shall be considered in violation of this Agreement and subject to penalties set forth in Article X.

ARTICLE XII ASSOCIATION PROGRAM

SECTION 1. The Employer agrees to pay the AGC/CCIA Building Contractors Labor Division of Connecticut, Inc., its successors or assigns, hereinafter referred to as the Association" the sum of eleven cents (\$.11) per hour for each payroll hour worked by each of its employees covered by the terms of this Agreement.

SECTION 2. Payments to the Association are due and payable on or before the 20th day of the month next succeeding the month for which the sum is payable The employers" report of payments to the Association shall be incorporated on the monthly "Employers' Remittance Report" in use by the Connecticut Laborers' Pension fund, or on such other report as the Association shall determine; such payments to be made by separate checks and sent at the same time and along with the contributions payable to the Connecticut Laborers' Pension Fund, or in such other manner as the Association shall determine. A copy of each monthly "Employers' Remittance Report", or other form as might be required by the Association shall be forwarded to the Association whether it contains information concerning payments to the AGC pursuant to this Article or not.

SECTION 3. The Union agrees to furnish the Association with the following: (a) a copy of every signed individual collective bargaining agreement and/or participation agreement and/or other acceptance of the terms and provisions of any collective bargaining agreement for work covered by this Agreement with each and every employer not represented by the Association, hereinafter referred to as the "Independent Agreement"; and (b) up-to-date lists, no later than monthly, of the names and addresses of all employers signatory to an Independent Agreement for the types of work covered under this Agreement.

SECTION 4. The Union agrees to propose that all the provisions contained In this Article XII, ASSOCIATION PROGRAM, shall be included in every Independent Agreement. The Union further agrees that the total hourly economic cost (i.e. hourly payments required), including payments to the Association, for companies covered under such Independent Agreements shall not be less than the total hourly economic cost for Employers covered under this Agreement. In the event the total economic cost for employers is greater than the total hourly economic cost for any employer covered under an Independent Agreement, all Employers covered under this Agreement shall have the option to equalize the total hourly economic cost as provided in such Independent Agreement but shall not thereby be relieved from making payments to the Association as provided in this Article.

SECTION 5. If the Union (Local Union or the Council) accepts or is a party to any Independent Agreement with any employer for work covered under this Agreement that does not include all provisions of this Article XII, the Association shall have the option, in its sole discretion, to delete Article XI, DUES CHECK-OFF, in its entirety from this Agreement (for all areas in the State of Connecticut or for solely the geographic territory of the Local Union that is signatory to the Independent Agreement that does not include all of the provisions of Article XII), and/or to delete this Article XII, ASSOCIATION PROGRAM, in its entirety from this Agreement, and to have all Obligations contained in the deleted Article or Articles immediately cease and determine.

SECTION 6. In consideration of the promises and obligations of employers to make contributions to the Association, and in consideration of services to be directly and indirectly provided for such employers by the Association as determined by the Association and for the benefit of the construction industry generally, and for other good and valuable consideration, such consideration being specifically acknowledged by each employer signatory to this Agreement or an Independent Agreement, each Employer agrees to allow the provisions of this Article XII and acknowledges that said contractual provisions were made for the express,

direct and exclusive benefit of the Association, a third party beneficiary under this Agreement, an Independent Agreement or any other form of agreement or understanding with any Employer for work covered under this Agreement for the term of this Agreement.

SECTION 7. In the event an employer elects not to contribute to the Association Program (IAP), then an additional payment in the same amount shall be contributed to the New England Laborers' Training Fund (NELTF). In the event an employer elects to contribute to the IAP but fails to make such contributions, such contributions shall be deemed to be due and owing to the NELTF. In the event the employer fails or refuses to make the contributions to the NELTF described above within the time provisions of Article X, the collection provisions of Articles X of the Agreement shall apply to such contributions. Should no election be made (or can be determined to have been made), any such contributions received timely shall be presumed to be to the IAP. An employer may change its election of payment to or from the IAP or the NELTF upon sufficient notification. Neither the Union nor its representatives may encourage or persuade any Employer to (1) not make contributions in the amount set forth in this agreement to the IAP or (2) make such contributions to the NELTF rather than to the IAP.

ARTICLE XIII **SEVERAL LIABILITY**

SECTION 1. The obligation of each Employer member of the Association shall be several and not joint.

SECTION 2. The Connecticut Laborers' District Council, a party to this Agreement, shall not be held responsible for any unauthorized act committed by any affiliated Local Union or members thereof, unless the said Connecticut Laborers' District Council has ordered or ratified the same or condoned such act after official notice thereof. The Connecticut Laborers' District Council agrees that upon the receipt of notice from the Association, or any employer member thereof, of any unauthorized act, It will exercise all of its power and authority to correct same.

SECTION 3. The obligation of each Local Union, affiliated with the Connecticut Laborer's District Council, shall be several and not joint.

ARTICLE XIV **PROCEDURE AND ADJUSTMENT OF** **DISPUTES**

SECTION 1(a). There shall be, during the term of this Agreement and as to any work covered hereby, no strikes (except for non-payment of wages and fringe benefit contributions by the Employer as provided herein), no work stoppages, no slowdowns, and no lockouts for any reason including interpretation of terms and conditions of this Agreement.

SECTION 1(b). If, after forty-eight (48) hours written notice to the Employer and the Association, an Employer shall fail to pay any wages due employees under the terms of this Agreement, and there is no dispute concerning the wages due, then, any other provision notwithstanding, the Union shall have the right to have the employees of that Employer cease work. Payment by a check that is not honored by the bank upon which it is drawn, shall be prima facie evidence of nonpayment of wages. A dispute regarding classifications and rate of wages to be paid therefore, or actual hours due shall not be considered non-payment of wages and shall be subject to the arbitration procedures as stated herein.

SECTION 2. It is the good faith intention of the parties hereto that by the execution of this Agreement industrial peace shall be brought about and that the Union and the Employer shall cooperate to the end that work may be done efficiently and without interruption.

SECTION 3. If any difference of opinion or dispute should arise between the parties as to the interpretation or application of this Agreement, a complaint will be made by the aggrieved party within two (2) working days of the time the complaining party knew or reasonably should have known of the occurrence giving rise to the grievance. In each case, the first attempt at settlement shall be made between the Business

Manager of the Local Union and the Employer or his representative.

SECTION 4. Disputes which cannot be adjusted between the Employer and the Local Union within forty-eight (48) hours after they are made under Section 3, shall be referred to a Board of Adjustment. Such reference shall be on the agreed upon grievance form and shall contain a brief settlement of the dispute. Said notice shall be sent to the Association or the Union as appropriate, by facsimile and first class U.S. mail or certified mail postmarked within fifteen (15) working days after failure to adjust the dispute between the Employer and the Local Union as provided by the section. Copies of said notice shall be sent simultaneously and by facsimile and first class U.S. mail or certified mail to the adverse party. The Board of Adjustment shall be composed of two arbitrators selected by the Association and two arbitrators selected by the Connecticut Laborers' District Council. This Board of Adjustment shall hear all said disputes within ten (10) working days after receipt of the notice provided for in this Section and shall issue its decision in writing within ten (10) working days after the close of the hearing. The Board of Adjustment shall be sworn and shall administer oaths or such oaths shall be waived in accordance with the provisions of Connecticut law. The parties may agree to extend any of the time limits by mutual written agreement.

SECTION 5. If, within forty-eight (48) hours no adjustment or settlement is resolved by the procedures of Section 4 above, the matter shall immediately be referred in writing to an Arbitration Board consisting of two (2) members appointed by the Association and two (2) members appointed by the Council which appointments shall be made within forty-eight (48) hours after referral. A neutral Chairman from the following list:

Michael Walsh
M. Jackson Webber
Albert Murphy
Tim Bornstein
Harrison Warren

will be selected by these appointees. In the event that the four (4) Arbitrators so appointed fail to agree within forty-eight (48) hours on the selection of a neutral chairman, the parties shall select a Chairman from a list furnished by the American Arbitration Association.

SECTION 6. In the event the four (4) arbitrators so appointed are unable to select the Chairman by mutual agreement, the Chairman shall be chosen by each party alternately eliminating one name from the above list, and the last name remaining on the list shall be the selected Chairman. The first party to eliminate a name in the first case above shall be the Council, add the next elimination that of the Association and alternately thereafter. In the following case the first elimination shall be that of the Association, and in succeeding cases the first elimination shall continue to alternate between the Council and the Association.

SECTION 7. The Arbitration Board shall be sworn and shall administer oaths or such oaths shall be waived in accordance with the provisions of Connecticut law. The Arbitration Board shall not have the power to amend, add to or alter the provisions of the Agreement, but within thirty (30) days after the close of the hearing the Board shall render a decision based on the evidence submitted by the parties, which decision shall be consistent with the term and provisions of this Agreement. The majority or unanimous decision of the Arbitration Board shall be binding upon both parties.

SECTION 8. Each of the parties the Employer or the Association, as the Association may decide, on the one hand and the Union on the other--shall bear the expense of its appointed Arbitrators and the parties shall jointly and equally bear the expense, if any, of the Chairman.

SECTION 9. Nothing contained herein shall require the Union to process any Local Union or employee grievance which in its opinion would be without merit, and no employee shall have the right to arbitrate his grievance should the Union deem it without merit.

SECTION 10. The Association shall have full right to determine whether or not it shall represent or continue to represent employers with respect to grievances filed hereunder.

ARTICLE XV
CONSTRUCTION MANAGER

SECTION 1 Whenever any signatory contractor performs work as a construction manager, owner/builder, or solicits bids from subcontractors, or coordinates work performed by subcontractors, it shall be deemed to be a general contractor or subject to the terms and conditions of the Agreement including the subcontracting provision, provided, however the signatory contractor shall not be deemed to be a general contractor or subject to the terms and conditions of the Agreement or bound to the subcontracting provision of the Agreement if: (1) said signatory contractor is an affiliated development company, or (2) said signatory contractor does not have the sole responsibility and authority to select and determine the retention of the subcontractor(s) on the job.

It is also understood that when a signatory contractor requests relief from the Agreement and this Interpretation, the Union (Local Union or the Council) may grant such relief and will deal with the request in good faith.

(No text missing).

ARTICLE XVI
DURATION OF AGREEMENT

SECTION 1. The terms and conditions of this Agreement shall be effective from April 1, 2005 through March 31, 2009, except as provided in SECTION 2.

SECTION 2. At the expiration of this Agreement as herein provided, the same shall continue to be effective from year to year unless either party, at least sixty (60) days prior to March 31, 2009 or March 31st of any year thereafter, gives notice in writing by facsimile and first class U.S. mail or certified mail to the other party of its intention to terminate this Agreement and requests that negotiations be entered into for a successor agreement and, in the event that the parties hereto cannot reach an agreement at least thirty (30) days prior to March 31st of any year, such party shall give notice of the failure to reach such agreement to the U.S Federal Mediation Service and the Connecticut Board of Conciliation and Arbitration.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives on the day of 2005.

AGC/CCLA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC.

by MB Morganbesser
Marvin B. Morganbesser

THE CONNECTICUT LABORERS' DISTRICT COUNCIL OF THE LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA

by Charles T. LeConche
Charles T. LeConche

LETTER OF UNDERSTANDING

Gentlemen:

In accordance with the discussions during 1999 negotiations by and between the Labor Relations Division, The Associated General Contractors of Connecticut, Inc. and the Connecticut Laborers' District Council, the following interpretations and understandings were mutually agreed upon and they shall become a part of the Agreement reached between the parties.

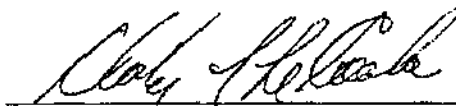
MARKET RECOVERY AGREEMENT

- A. This Agreement shall apply to all non-prevailing rate work bid on and after April 1, 2005. It shall apply automatically to projects with a general contract of \$15 million or less or a subcontract or prime contract with the owner's representative of \$5 million or less. The Union, upon request of the Association or an Employer for private projects with larger contracts, may agree to apply this market recovery agreement. The market recovery wage rate shall be 90% of the basic hourly wage rate.
1. If the Employer fails to notify the Connecticut Laborers District Council this market recovery rate shall not apply.
 2. All work covered by this market recovery agreement shall be performed at the straight time rate, except that work over 40 hours in a week shall be paid at the rate of time and one-half regardless of the day of the week or time of the day that the work is performed.
 3. Starting times shall be determined by the Employer.
 4. Effective April 1, 2005, the employer shall call the affiliated local union that has jurisdiction where the job is located to request the market recovery provision. The local union must approve all requests for market recovery.

AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC.



CONNECTICUT LABORERS' DISTRICT COUNCIL OF THE LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA



SCHEDULE 1

THE ASSOCIATED GENERAL CONTRACTORS OF CONNECTICUT MEMBERS WHO HAVE AUTHORIZED THE AGC TO REPRESENT THEM IN COLLECTIVE BARGAINING WITH CONNECTICUT LABORERS

Bartlett Brainard & Eacott, Inc.
70 Griffin Road South
Bloomfield, CT 06002

Bismark Construction Co., Inc.
100 Bridgeport Avenue
Milford, CT 06460

Ceco Concrete Construction
23A Old Windsor Rd.
Bloomfield, CT 06002

Chapel Construction of New Haven, Inc.
100 Ashmun Street
New Haven, CT 06511

Civitillo Masonry, Inc.
28 Shepard Dr.
Newington, CT 06111

Deluca Construction Company, The
27 Crescent Street
P.O. Box 2186
Stamford, CT 06906

Dexter II, Inc., B.W.
556 Westcott Rd.
Danielson, CT 06239

Ebobebean Corp
121 Elliott Street East
Hartford, CT 06114

Epifano Builders, Inc.
55 Lupes Drive
Stratford, CT 06615

Frank E. Downes Construction Company, Inc.
200 Stanley Street
New Britain, CT 06050

John Filloramo Const. Company, Inc.
82 Glendale Rd.
South Windsor, CT 06074

Giordano Construction Co., Inc.
1155 Main Street
P.O. Box 802
Branford, CT 06405

Industrial Construction Company, Inc.
752 North Mountain Road
Newington, CT 06111-1496

The Joseph F. Kelly Co., Inc.
184 Front Avenue
West Haven, CT 06516

Lombardo Bros. Mason Contractors, Inc.
121 Elliott Street East
Hartford, CT 06114

Manafort Brothers, Inc.
414 New Britain Avenue
Plainville, CT 06062

Marshall & Sons, Inc., J.L.
P.O. Box 2210
Pawtucket, RI 02861

Marshall & Sons, Inc., J.L.
3 Clara Street
Seekonk, MA 02771

Mercede & Sons, Inc., Frank
860 Canal Street
Stamford, CT 06902

Milazzo & Company, S.G.
148 Dividend Rd.
Rocky Hill, CT 06067

New England Plasterers
75 Charles Street
East Hartford, CT 06108
C.H. Nickerson & Co., Inc.
PO Box 808
Torrington, CT 06790

O & G Industries, Inc.
PO Box 907
Torrington, CT 06790

Partitions, Inc.
75 Charles Street
East Hartford, CT 06108

Precast Erectors, LLC
40 Flax Mill Road
Branford, CT 06405

River Pile & Foundation Co., Inc.
73 Alexander St.
Yonkers, NY 10701

Standard Builders, Inc.
52 Holmes Rd.
Newington, CT 06111-1708

Tomlinson-Hawley-Patterson, Inc.
2225 Reservoir Avenue
Trumbull, CT 06611

WDJ Construction, Inc.
33 Wiscousin Avenue
Norwich, CT 06360

APPENDIX "A"

TENDERS: Tending masons, plasterers, carpenters and other building and construction crafts.

Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials to such mechanic, whether by bucket, hod, wheelbarrow, buggy, or other motorized unit used for such purpose, including fork lifts.

Unloading, handling and distribution of all materials, fixtures, furnishings and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or any other drying process.

Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building and construction area. The general cleanup, including sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packaging waste material. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein. Clean-up, mopping, washing, waxing and polishing or dusting of all floors or areas.

The aging and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses and underpasses,

tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method.

CARPENTER TENDERS

Cords and Power Tools:

The laying out and picking up of cords and power tools used by the carpenter is the work of the laborers (in its entirety).

Sheet Rock, Wallboard and Metal Studs:

The unloading, handling and distributing of sheet rock, wallboard and metal studs from the point of delivery to the stockpile and from the stockpile to the approximate point of installation is the work of the laborers (in its entirety).

Cleaning of Debris:

The cleaning and clearing of all debris caused by the installation of the sheet rock, wallboard, and metal studs by the carpenter is the work of the laborers (in its entirety).

The Unloading of Ceiling and Floor Tiles:

The unloading, handling and distribution of ceiling and floor tiles from the point of delivery to the stockpile and from the stockpile to the approximate point of installation is the work of the laborers (in its entirety).

Metal Doors and Metal Door Bucks:

The unloading, handling and stockpiling of metal doors and door bucks from the point of delivery to the stockpile and from the stockpile to the approximate point of installation is the work of the laborers (in its entirety).

Scaffolding:

Where self-supporting scaffolding or staging over 14 ft. in height or specially designed scaffolds are built by carpenters, laborers shall tend such carpenters on erection, therefore, the dismantling of such scaffolds, as well as the preparation for foundation or mud sills for such scaffolding and maintenance of same shall be done by the laborers. When working with mason and plaster contractors, the unloading, handling and building of scaffolds in its entirety is the work of the laborers.

Panel Forms:

The unloading of panel forms from the point of delivery to the stockpile and from the stockpile to the approximate point of installation is the work of the laborers. The cleaning and oiling of said forms is the work of the laborers.

The erection and releasing of the forms up until the final stage when the forms are not to be reused in its original form is the work of the carpenters. The final stripping, cleaning, oiling and loading of the forms belongs to the laborers (in its entirety).

Flat Arch Stripping.

Flat arch stripping in its entirety is the work of the laborers.

Asbestos Removal and Encapsulation

Sub-Contractors' Debris:

The cleaning and clearing of all debris by all sub-contractors working within the confines of the building is the work of the laborers (in its entirety).

SCAFFOLDS: Erection, planking and removal, of all scaffolds for lathers, plasterers, bricklayers, masons and other construction trades crafts. Building, planking or installation and removal of all staging, swinging and hanging scaffolds, including maintenance thereof.

EXCAVATIONS AND FOUNDATIONS, SITE PREPARATION AND CLEARANCE.

TRANSPORTATION AND TRANSMISSION LINES

Excavation for building and all other construction: digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals, and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right-of-way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines.

Preparation and compacting of roadbeds for railroad truck laying, highway construction and the preparation of trenches, footings, etc. for cross-country transmission by pipelines or electric transmission or underground lines or cables.

On-site preparation and right-of-way for clearance for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choker setter, off bearers, lumber handlers and all laborers connected with on-site portable sawmill operations connected with clearing, erection, dismantling and/or reinstallation of all fences. Clean-up of right-of-way, including tying on, signaling, stacking of brush, trees, or other debris, and burning where required. All soil test operations of semi and unskilled labor, such as filling of sand bags, handling of timber and loading and unloading of same.

CONCRETE BITUMINOUS CONCRETE AND AGGREGATES

(a) Concrete, bituminous concrete, or aggregates for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise

placing concrete or aggregates whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunnited, or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strike-off of concrete or aggregates by floating, rodding or screening, by hand or mechanical means prior to finishing. Where pre-stressed or pre-cast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking, or signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water.

(b) The filling and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc.

(c) The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger operated by other than hand power is used.

(d) All work on interior concrete columns, foundations for engine and machinery beds.

(e) The stripping of forms other than panel forms which are to be re-used in their original form, and the stripping of forms on all flat arch work. The moving, cleaning, oiling, and carrying of all forms to the next point of erection.

The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms, on all semi and unskilled work connected therewith.

STREETS, WAYS AND BRIDGES

Work in excavation, preparation, concreting, asphalt bituminous concrete and mastic paving, paving, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence or guard rail installation and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and sub-grades for all paving, including excavation, dumping and spreading of sub-grades material, ramming or otherwise compacting. Setting, leveling and securing or bracing metal or other road forms and expansion joints, including placing of reinforcing, mats or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving materials, including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screening for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, curing, flowing and strike-off of concrete used therefore. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, rip-rap or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive same.

TRENCHES, MANHOLES, HANDLING AND DISTRIBUTION OF PIPE, ETC.

Cutting of streets and ways for laying of pipes, cables or conduits for all purposes; digging of trenches, manholes, etc; handling and conveying all materials; concreting, backfilling, grading and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and manholes and the leveling, loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, gas mains and all pipe, including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of road, streets, etc., and/or restoration of lawns and landscaping.

SHAFTS AND TUNNELS, SUBWAYS AND SEWERS

Construction of sewer, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levees, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels and shafts. The cutting, drilling and installation of material used for timbering or retimbering, lagging, bracing, propping, or shoring the tunnel or shaft. Assembly and installation of multiplate, liner, plate, rings, mesh, mats, or forms for any tunnel or shaft, including the setting of rods for same. Pouring, pump-creting or gunniting of concrete in any tunnel or shaft. Operations, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. Excavation or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts,

etc. and their approaches. All concrete work as described above in addition, the hooking on, signaling and dumping of concrete for tremie work over water on caissons, pilings, abutments, etc. Excavation, grading, grade preparation and landscaping of approaches. Installation of pipe, gratings and grill work for drains or other purposes. Installation of well points or any other dewatering system.

COMPRESSED AIR

In compressed air all work underground or in compression chambers, including tending of the outer air lock. All work in compressed air construction, including, but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brakemen, miner's helpers, lock tenders, mucking machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators, form men, concrete blower operators, cement (insert) operators, power knife operators, erector operators, keyboard operators, pebble placer operators, car pushers, grout machine operators, steel setters, cage tenders, skimmers, track layers, dumpmen, diamond drillers, timbermen and retimbermen, cherry pickmen, nippers, chubbenders and cable tenders, vibratormen, jetgunmen, gunnite nozzle men, reboundmen and all other work connected therewith.

SEWERS, DRAINS, CULVERTS AND MULTIPLATE

Unloading, sorting, stockpiling, wrapping, coating, treating, handling distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing; breaking of concrete backfilling, tamping, resurfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting

and lining up of sectional metal or other pipe, including corrugated pipe, ductile iron, carbon steel, plastic, concrete, steel, steel lined concrete and other pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure except that employer may direct that this work be done under proper supervision. (Referee Hutchinson's decision.) Laying, leveling and making of the joint of all multipurpose pipe or multi-cell conduit. Cutting of holes in walls, footings, piers or other obstructions from the passage of pipe or conduit for any purpose or other obstructions from the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

UNDERPINNING LAGGING, BRACING, PROPPING AND SHORING

Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures; loading, signaling, right-of-way clearance along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Clean-up and backfilling, landscaping old and new site.

DRILLING AND BLASTING

All work of drilling, jackhammering and blasting. Operations of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of

nets and other safety devices and signaling, flagging, road guarding.

SIGNAL MEN

Signal men on all construction work defined herein, including traffic control signal men at construction sites.

GENERAL EXCAVATION AND GRADING

The clearing, excavating, filling, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chairmen, rodmen, grade markers, etc.

FACTORIES

All work in factories, mills and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw materials unloaders, checkers, stuffers, production line personnel and stenciling of materials. Handling of raw pigment; vessels cleaners and/or dryers; washing or cleaning laboratory glassware; stocking of materials in laboratories; the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, rest rooms and furniture.

GENERAL

Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning and reconditioning of streets, ways, sewers and water lines and all maintenance work and work of an unskilled and semiskilled nature, including laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety man, tool room men, part, sports arena and all recreational center employees, utilities employees, horticultural and agricultural workers, garbage and debris handlers and cleaners.

PITS, YARDS, QUARRIES, ETC.

All drillers, blasters and/or powdermen, nippers, signalmen, laborers in quarries, crushed stone yards and gravel and sand pits and other similar

plants, including temporary and portable Batching Plants.

WRECKING

The wrecking or dismantling of buildings and all structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All clean-up, removal of debris, burning, backfilling and landscaping of the site of wrecked structure.

RAILROAD TRACK WORK

Right-of-way clearance as described above, excavation, grading, subgrading, ballasting and compacting of right-of-way. Loading, unloading stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track. Setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, sidings, grading, crossing, relocation of pipes and drainage and culverts connected with same and removal and replacing of all fences.

STUDIO UTILITY EMPLOYEES

All such work as herein described as may be pertinent to and part of the operation of Motion Picture and other related types of studios.

USE OF TOOLS

Operation of all hand, pneumatic, electric, motor, combustion or air-driven tools or equipment

necessary for the performance of work described herein.

HEATERS

All Laborers work in connection with heaters being fed by a propane tank.

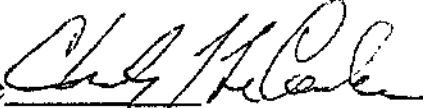
MISCELLANEOUS

All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international unions and as may be hereafter acquired; including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labor.

Letter of Understanding
April 1, 2005
Side Letter (CCLMC)

The parties agree that one cent (1¢) of the eleven cent (11¢) Association Program Fund contribution in Article XII of the 2005-2009 Building Agreement will be allocated by the Association to the work of the Connecticut Construction Labor Management Council (CCLMC). However, upon written mutual agreement by the parties or by the Business Manager of the Laborers District Council and the Vice President of Labor Relations of the Association, the one cent (1¢) allocation will cease.

ss. Marvin Morganbesser 
AGC/CCLA BUILDING CONTRACTORS LABOR
DIVISION OF CONNECTICUT, INC.

ss. Charles LeConche 
CONNECTICUT LABORERS' DISTRICT
COUNCIL OF THE LABORERS'
INTERNATIONAL UNION OF NORTH
AMERICA

LABORERS BUILDING INDEX

<u>Subject</u>	<u>Page Numbers</u>
Accident	11
Accident Prevention	4, 9, 11
Adjustment of Disputes	18-19
Alcohol Testing	11, 12
Annuity Fund	6, 13, 14, 15, 16
Appendix A - Jurisdiction	25-30, 9
Apprentice and Training Fund	7, 13
Apprentice Program	7-8
Arbitration	1, 9, 18-19
Association	1
Association Program	17-18, 31
Association Membership	1, 18, 19, 23-24
Attorney's Fees	14
Bituminous Concrete	26, 27
Blasting	8, 26-29
Board of Adjustment	19
Bracing	8, 26-29
Bridges	25, 27-28
Business Manager	12
Carpenter Tenders	4, 25
Carpenters	6
Carpenters, State Council of	6
Carryover of Wages	6
Check Off	15, 16, 17
Classification of Employees	4-5, 9, 18
Clean up Rate	4
Clothes Room	11
Coffee Break	6, 7
Compressed Air Operations	28
Concrete and Aggregates	26
Conditions of Agreement	1, 2, 10-12, 21, 22
Connecticut Laborers District Council	1, 22, 31
Construction Manager	20
Connecticut Construction Labor Management Council (CCLMC)	31
Cords and Power Tools	25
Culverts	28, 30
Debris, cleaning up	8, 25, 26, 29, 30
Disabilities	1
Delinquent Payments	13-15
Discharge	2, 3, 7, 10, 12
Discrimination	1
Disputes, Procedure and Adjustment	9, 18-19
Doors and Door Bucks, Metal	25
Drains	8, 28
Drilling and Blasting	28-29
Drinking Water	11

Drug Testing	11
Dues Check Off.....	15, 16
Dues Deduction Authorization Form.....	15
Duration of Agreement	21
Electronic Devices	12
Employer, Definition.....	1
Employer, Liability (see Liability)	
Employer's Remittance Report.....	14, 16, 18
Excavations and Foundations.....	26
Factories.....	29
Field Representatives	12
Flat Arch Stripping.....	26, 27
Foremen	5, 12
Forms	8, 15, 17, 16, 26-28
Foundations.....	8, 25-28
Four Ten Hour Days.....	5
Fringe Benefit Funds.....	12-17
Funds (See Payment to Funds and Specific Funds)	
Government or Private Owner Limitations.....	5-7
Grading.....	8, 27-30
Grievances and Arbitration	9, 18-19
Health, Safety and Welfare	11
Health Fund.....	3, 4, 12-13, 15, 16
Heaters	9-10, 30
Heavy-Highway, Tunnel and Utility Agreement	3
Hiring	3, 12
Holidays	5, 8, 10
Hours of Work and Shift Operations	4-6, 15
Inclement Weather	5, 8
Independent Agreements.....	17-18
Interest Penalties	13-14
Intermediate Classification.....	4
International Maintenance Agreement.....	6
Jacking Pipe	28, 29
Joint Venture.....	4
Jurisdiction, Trade.....	8-9, 25-30
Jurisdictional Claims.....	9, 25-30
Jurisdictional Dispute Procedure	9
Labor Management Cooperation Trust Fund	15
Laborers Political League.....	15, 16
Lagging	8, 26, 28, 29
Lay off.....	10-11
Legal Services Fund.....	3, 13-16
Letters of Understanding.....	22, 31
Liability	11, 13-15, 18
Local Unions	1, 2
Lockouts.....	1, 18
Lunch	5, 7
Management Rights	12
Masons	6

Market Recovery Agreement	5, 22
Membership in Good Standing	2-3, 12, 15
No-strike (See Work Stoppages)	
Notification	9
Occupational Safety and Health Act	11
Overtime Hours and Work	5-6, 12
Panel Forms	26, 27
Parties to Agreement	1
Payment of Union Dues	2-3, 15, 17
Payment of Wages	3, 4, 5, 10-11, 14, 15, 18
Payment to Funds	3, 12-14, 31
Payroll Deduction	15
Pension Fund	3, 4, 13-15, 16, 17
Pipelayers Rate	4
Pits, Yards, Quarries, etc.	29-30
Political Check-off	16
Preamble	1
Pre-Job Conference	3-4
Pre-filed Bid	3
Procedure for Adjustment of Disputes	18-19
Propping	26, 28, 29
Protection of Rights	1
Quarries	29
Quitting Time	5, 7, 11
Railroad Track Work	30
Raingear and Slipover Boots	11
Recognition	2-4
Records and Reports	10, 12, 13, 14, 17
Rehire	3
Remittance Report	17
Reporting Time Pay	10
Safety	1, 4, 11, 14, 29
Salamanders	9-10
Saturday Work	5
Savings Clause	3
Scaffolds	26
Schedule I - Companies Bound to the 1996-1999 Agreement	23-24
Scope of Agreement	1
Setting and Stripping Forms	8, 26-29
Several Liability	18
Sewers, Drains, Culverts, Multiplates	28
Shafts and Tunnels, Subways and Sewers	28
Shifts	5, 9-10, 13
Shoring	8, 28, 29
Signal Men	29
Site Preparation	26, 28
Starting Time	5, 7, 10, 22
Stewards	12
Streets, Ways and Bridges	27, 30
Strikes	1, 9, 18

Studio Utility.....	30
Subcontracting	3, 20
Subcontractor	3, 15, 20
Subway.....	28
Sunday Work.....	5, 8
Teamsters Joint Council No. 64.....	6
Telephone Number.....	3, 10, 11
Tenders.....	4, 6, 25, 28
Territorial Jurisdiction	2, 12
Third Party Beneficiary	18
Tiles, Ceiling and Floor	25
Toilets	11
Tools, Clothing, etc.....	11
Toxic Waste	4, 8
Trade Jurisdiction.....	25-30
Traffic Control Signalman	4, 29
Training Fund.....	13, 14, 18
Transportation and Transmission Lines	26
Trenches, Manholes, Handling and Distribution of Pipe.....	8, 28
Trustees of Funds	13-14
Tunnels and Shafts in Free or Compressed Air	28
Underpinning, Lagging, Bracing, Propping and Shoring.....	29
Unemployment Compensation.....	11
Union(s) and Local Unions	1, 2
Union Liability	15
Union Recognition, Union Security and Employment.....	2
Union Membership	2
Union Security	2
Wage Payment	4-6, 7, 10-11, 15, 18
Wage Rates and Classifications	3, 4-5, 6
Work Day	5, 7, 10, 12
Work Stoppages	9, 10, 18
Wrecking.....	4, 8, 9, 27, 30

B. Stonemasonry - Stonemasonry shall consist of laying all rip rap, rubble work, with or without mortar, setting all cut stone, marble, slate or stone work (meaning as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or the exterior of buildings by architects, and customarily called "stone" in the trade). Cutting all shoddies, broken ashlar or random ashlar that is roughly dressed upon the beds and joints, and range ashlar not over ten inches in height; the dressing of all jambs, corners and ringstones that are roughly dressed upon the beds, joints or reveals, and the cutting of a draft upon same for plumbing purposes only; and the cleaning, cutting of joints and pointing of stone work.

The erection, installation, plumbing, leveling, aligning, as well as, the installation of all parts and hardware, and the anchoring, bolting and welding of all natural stone when natural stone is installed in pre-cast, metal or glass curtain wall systems shall be the work of the Bricklayers and Allied Craftworkers.

The work of the stone masons on natural stone faced steel truss panels shall include but shall not be limited to the following:

1. All welding and/or bolting of the support steel to the building structure.
2. The unloading, rigging, hooking on, hoisting, signaling, tagging, setting and landing of the stone faced steel truss panels.
3. The final setting, including but not limited to plumbing, leveling and aligning.
4. All temporary and final welding and/or bolting of panel to panel connections, and panel to building structure connections.

5. The assembly, and setting up of all lifting mechanisms used to hoist or move such panels, including but not limited to hand derricks, electric and manual chain falls.

The work of the bricklayers and masons on natural stone uni-strut systems or similar type grid systems shall include but shall not be limited to the following:

1. The installation of the stone support system, including the erection, plumbing, leveling, aligning, bolting, welding and anchoring.
2. All welding of stud bolts whether by stud gun or arc welding.
3. The installation of tubular steel, clip angles and other parts and/or connections, whether bolted or welded.
4. The installation, setting, shimming, landing, and anchoring of natural stone to all metal grid backup systems.
5. All final setting of natural stone, including but not limited to plumbing, leveling and aligning.
6. The installation of all miscellaneous hardware necessary to complete the system, regardless of the method of installation.

The fabrication and installation of limestone, granite or other prefabricated natural stone panels, when mounted to steel or aluminum framing or set on steel struts shall be the work of the members of the International Union of Bricklayers and Allied Craftworkers.

This is to apply to all work on buildings, sewers, bridges, railroads, bulkheads,

breakwaters, jetties, or other public works, and to all kinds of stone, particularly to the product of the locality where the work is being done, and the same shall be considered stonemasonry.

Stonemasons shall have the right to use all tools which they consider necessary in the performance of their work.

C. Artificial Masonry - The cutting, setting and pointing of cement blocks and all artificial stone and marble, either interior or exterior, when set by the usual custom of the stonemasons and marble setter. All cement that is used for backing up external walls, the building of party walls, columns, girders, beams, floors, stairs and arches and all material substituted for the clay or natural stone products, and the cutting, setting and pointing of all precast concrete units regardless of size.

The erection and setting of fiberglass stone-faced wall panels, GFRG panels and units, and other lightweight artificial stone, when said operation is a direct set from the truck to the structure, including the installation of lugs and other supporting steel and hardware, the hooking on, signaling and securing, the plumbing and aligning, grouting, patching, caulking, anchoring, bolting, and welding.

D. Cement Masonry -

Laying out, screeding, operating of the power screed and finishing of all cement, concrete, aerated autoclaved concrete, brown stone composition, mastic and gypsum materials, also for fireproofing, waterproofing, cement and composition base and vault lights. The cutting of all cement and concrete for patching, cleaning and

finishing. The bush hammering of all concrete and flash patching. The operation of the cement gun, the nozzle and the finishing of all material applied by the guns, also the operation and maintenance of the cement floor finishing machines and laser screed. The cement mason shall have the right to use all tools necessary to complete his work, including but not limited to hand tools, power tools, electric and air hammers or chipping guns.

Straight edging, floating, trowelling, edging, rubbing and brushing work.

The setting of lumber or other materials to determine the proper grade of concrete when used to serve as screeds, such as 2" x 4" or other plain pieces of material when held in place by stakes and/or spreaders. A screed is a strip of wood or metal used as a guide for leveling or grading a concrete floor, slab or sidewalk. Any bulkhead that is one single board in height (not to exceed twelve inches) shall be set and braced or staked by employees covered by this Agreement providing same is used as a screed. The term bulkhead shall mean a form or screed erected for the purpose of separating pours of concrete.

The setting of all forms for sidewalks, curbs and gutters.

The installation and erection of all types of precast, prestressed concrete, stone or imitation stone or other fabricated masonry units when installed as wall panels by means of bolting and/or welding to structural steel or concrete frame construction.

The following units are to be recognized as coming within the meaning of "precast, prestressed concrete stone or imitation stone or other fabricated masonry units when

installed as wall panels by means of bolting and/or welding to structural steel or concrete frame construction."

Any fabricated masonry unit which may be included as a component of the exterior wall system such as fins, mullions, sunshades, sprandel units, window units and panels, the cutting, fitting, bedding, pointing, caulking, grouting and installation of gaskets. The plumbing, aligning, leveling and anchoring, including bolting and/or welding.

The setting and erection of fiberglass stone faced wall panels, and the drilling of holes and securing of the panels. The plumbing, aligning, leveling installation of gaskets, grouting, caulking, bracing and anchoring which includes metal clips, bolting and welding of all precast panels, columns, roofs and floor slabs.

The chipping, cutting, grinding, patching and rubbing of concrete surfaces necessary to correct imperfections caused by sagging, bulging or separation of concrete forms, or by the deterioration, scaling or cracking of concrete.

The application of a brush-coat cement base material as part of the operation of patching concrete when the color of the cement base is substantially the same as the surface to which it is applied. The filling of air holes that exceed 1/8" regardless of the color of the cement base material when patching concrete.

The removal and patching of snapties.

The setting of precast re-enforced concrete slabs for roof tiling or flooring when such are to be laid in or grouted with cement, lime or gypsum.

All chipping and cutting of concrete or other masonry units that is necessary to trace sources of leakage and to prepare surfaces of such units for installation of materials used in stopping leakage in such units.

The installation of materials used in the stoppage of leaks in concrete or other masonry units.

The application of non-decorative materials for waterproofing or damp proofing on new or used concrete.

For the purpose of defining non-decorative it shall mean: (a) sand and cement coats, with or without damp-proofing additive substantially where no color is added; (b) sand and cement coats, with or without damp or waterproofing additive substantially the same color as the surface to which it is applied; (c) damp and waterproofing materials, identified as such by the manufacturer, which is substantially the same color as the surface to which it is applied. ("Substantially the same" shall be white or gray cement or clear silicone, and shall apply under the "non-decorative" as well as "decorative" paragraphs of this section.)

The application of the following materials including the cleaning, priming and preparation of concrete floor surfaces to receive concrete stains, sealers, chemical curers, hardeners and waxes; the aforementioned materials included in concrete prior to pouring or in the finishing process performed during the curing period (not to exceed one week).

The sandblasting and etching of concrete to expose aggregate.

(d) Recommended but not mandatory footage per cement pours are as follows:

1,000-5,000 sq. ft. approximately 1,000 sq. ft. per employee recommended.

5,000-6,000 sq. ft.: 4-6 masons

7,000-8,000 sq. ft.: 5-7 masons

8,000-9,000 sq. ft.: 6-7 masons

9,000-11,000 sq. ft.: 7-8 masons

12,000-13,000 sq. ft.: 8-10 masons

14,000-15,000 sq. ft.: 10-12 masons

16,000-17,000 sq. ft.: 13-14 masons

17,000-18,000 sq. ft.: 13-14 masons

18,000-19,000 sq. ft.: 14-15 masons

19,000-20,000 sq. ft.: 15-16 masons

*5,000- 20,000 not more than 1,200 sq. ft. per employee recommended.

Whenever concrete is being poured in bulk and is brought to a definite grade, a cement mason must be hired to finish or level off such bulk concrete no matter what tool is used to do (Bulk concrete shall be classified as walls, footings, footers, parapets, or any formed concrete where grade nails, chalk lines, screed backs or any other grades are used). This shall apply only when twenty (20) cubic yards or more of concrete are poured in a 7-hour period.

There will be no large hand-held grinders, bush/chipping hammers over 45 pounds on a vertical wall.

F. Plastering - All exterior plastering, plain and ornamental when done with stucco, cement and lime mortars or patent materials, artificial marble work, when applied in plastic form, composition work in all its branches, the covering of all walls, ceilings, soffits, piers, columns, or any part of a construction of any sort when covered with any plastic material in the usual methods of plastering, is the work of the plasterer. The casting and

sticking of all ornaments of plaster or plastic compositions, the cutting and filling of cracks. All cornices, molding, coves and bull noses shall be run in place on rods and white mortar screeds and with a regular mold and all substitutes of any kind, when applied in plastic form with a trowel, or substitute for same, is the work of the plasterer.

The plasterer shall have the right to use all tools necessary to complete his work, including, but not limited to hand tools, electric and air hammers or chipping guns.

Dryvit System - All work pertaining to the Dryvit and similar systems, including insulation board, primus adhesive, reinforcing fabric and all other materials, also whatever preparations it takes to perform said Dryvit system, shall be the work of plaster men or members of the I.U.B.A.C. having the skill to perform said work.

I. Pointing, Caulking, and Cleaning - Pointing, caulking and cleaning shall consist of the pointing, caulking, and cleaning of all types of masonry, caulking of all window frames encased in masonry on brick, stone or cement structures, including all grinding and cutting cut on such work and all sandblasting, steam cleaning and gunnite work. The caulking of all window frames or door frames encased on masonry or brick, stone, precast or cement structures shall be the work of the members of the International Union of Bricklayers and Allied Craftworkers.

The pointing, cleaning and weatherproofing of all buildings, grain elevators and chimneys built of stone, brick and concrete. It shall include all grinding and cutting out.

The preparation and mixing of all caulking shall be the work of the members of the International Union of Bricklayers and Allied Craftworkers.

The water blasting, or other type of cleaning and the application of all fireproofing materials in the interior of water tanks or chests, stacks, silos chimneys and turbines.

The application of all sand and cement coats, other substitute cement based materials, fireproofing materials whether troweled or rolled on all masonry, cement, precast, or concrete.

All epoxy injection work, whether poured by hand, pointed or injected by machine under pressure, on brick, stone, precast, cement and concrete.

The application of all chemicals and epoxy coatings, including plastic coatings that combine in a matrix material and artificial aggregates of all types, which form interior-exterior decorative non-structural finishes of wide imitative and artistic effect.

All exterior and interior cleaning of buildings, whether brick, stone, precast, cement or concrete, regardless of whether water, detergent, acid, restorer, or other substitute cleaning products are used.

The waterblasting or other cleaning procedure used to expose aggregate or to prepare masonry to receive a new finish, or to be performed in connection with the pointing or caulking of a building.

The tuckpointing of oakum and polyurethane rope or other backing material into joints and into expansion joints between the top of all cement block walls and steel ceiling decks or steel beams or concrete

beams or around the perimeters of windows, doors or other areas to be caulked, and; the cleaning and/or preparation of any natural or synthetic, concrete, masonry, stone or stucco.

The Bricklayer and Allied Craftworker shall have the right to use all tools necessary to complete the above work, including but not limited to hand tools and power tools.

J. Refractory Work -

The Employer agrees to assign to employees all work which has been historically or traditionally assigned to members of the International Union of Bricklayers and Allied Craftworkers, including but not limited to: dipping, setting, buttering, bedding, handing, pointing, grouting, caulking, cutting, toothing, fitting, plumbing, aligning, laying, flagging, leveling, installation of gaskets and expansion joint material, grinding, vibrating, tamping, guniting, insulation, and spraying of all refractory materials, anchoring of all refractory materials by all means including bolting and welding, ceramic welding, removal and cleaning of masonry materials, to be reinstalled, final sandblasting of surfaces to receive additional refractory materials, installation of chemical coating, fireproofing, and membrane materials by any method required, surface spraying of all refractory materials, and cleaning of coke oven walls, chambers and flues. Temporary bracing in coke oven repairs shall be done by Employees represented by Bricklayers and Allied Craftworkers, in coordination with other trades.

Backfill and vibrating of all refractory materials with electrical vibrators, air vibrators or any other methods.

Use of the nozzle when the refractory materials are used in furnaces, boilers, stacks, breechings and vessels.

K. Tile, Marble, Terrazzo. The craft jurisdiction set forth in the Tile, Marble and Terrazzo Agreement shall be incorporated by reference.

Section 2. There shall be no strikes, picketing or lockouts over any jurisdictional dispute. Any assignment resulting in a jurisdictional dispute may not be grieved or arbitrated, except as set forth herein. In the event a jurisdictional dispute arises, the disputing unions shall request the other union or unions involved to send representatives to the job site to meet with representatives of the Union and Employer to settle the dispute. The dispute will be submitted to Arbitrator J. Larry Foy, or Arbitrator Larry Katz. The arbitrators shall be selected in rotating order. If an arbitrator is not available to hear the dispute within ten (10) days, he shall be skipped and the next arbitrator in rotation shall be selected. If necessary, the Arbitrator and all parties shall make themselves available for an evening hearing. The hearing will be completed within one (1) day, and the Arbitrator shall issue his decision within forty-eight (48) hours of the close of the hearing. If on of the disputing unions refuses to attend the hearing, the arbitration will proceed with the other union and the employer. If requested by either Union or the involved Contractor, a written Opinion and Award shall be issued by the Arbitrator within thirty (30) days. The decision of the Arbitrator shall be on the basis of industry practices within the geographical area covered by the local union where the dispute occurs, the efficiency and economy of operation (but without consideration of the comparative wage and benefits paid to the disputing trades) and,

where relevant, the Plan for the Settlement of Jurisdictional Disputes in the Constriction Industry. Fees and expenses shall be shared equally and shall be paid one-third by each of the involved Unions and one-third by the involved Contractor. Any such decision shall not result in damages being assessed against the Employer, double staffing, rework, or any other punitive provision. The arbitrator may award back pay where appropriate.

ARTICLE XI WORK RULES

Section 1. A line must be pulled on two sides of all double unit walls eight (8) inches in thickness or over. Employer shall furnish all lines.

Section 2. No line shall be dropped before the course is laid and tooled unless job conditions delay the tooling. No mortar shall be spread ahead of the line and no line shall be raised more than one course at a time except to avoid obstructions. No employee shall work ahead of the line, except the employee on the leads and the employee of the triggering. The triggering employee shall be permitted to lay three (3) courses above the line.

Section 3. No employee shall be required to build a wall higher than five (5) feet from the ground or scaffold, whichever applies. No scaffold shall be built more than four (4) feet six (6) inches higher than the preceding working level. The Employer shall furnish ladders or other access to all scaffolds.

Section 4. All shafts or dangerous places of similar character must be sheeted tight to the floor above and a floor below to insure the safety of the men employed in the same and

no employee shall work in any shaft or opening where elevators or counterweights are running, except where there is a bank of elevators in which one non-running elevator and counterweight must intervene. This paragraph does not apply to patching work.

Section 5. All mortar tubs are to be raised at least sixteen (16) inches above ground area, on scaffolds and floor level.

Section 6. Wherever practical, any method or device may be used in the construction of masonry work, provided that such methods and devices fall within the work jurisdiction claimed by members of the International Union of Bricklayers and Allied Craftworkers and are not expressly covered in other parts of this Agreement.

Section 7. All special tools and lines shall be provided by the Employer.

Section 8. The Employer shall provide clean covered drinking water from a water source approved by the Steward and Employer. The water shall be kept iced from May 1, to September 1.

Section 9. Work rules for plastering work shall continue to be as follows:

(a) On plastering work, the Employer shall see that no gauging is made up later than thirty minutes of 12:00 and forty-five minutes of the regularly established quitting time. At no time shall a gauging be prepared before the preceding gauging is complete and especially no one shall prepare gauging for other than themselves except on cornice work.

(b) The plastering inside of a building shall be left straight with the rod and darby. These tools are to be furnished by the employer.

(c) Molding or covers of plaster walls shall be run with a regular mold properly screeded and run on rods. All noses must be properly screeded and run with a regular mold on rods.

(d) The finishing of plaster walls and ceilings cannot be done while the screeded cornices or covers with which they intersect are not in place.

(e) For plastering work all mortar boards shall not exceed four (4) feet X six (6) feet or an equivalent area and each gauging shall not be more than one and one-half (1-1/2) rods per man.

(f) There shall be no preference given to either white mortar hands or brown mortar hands in regards to working overtime or the regular work day.

(g) All plaster moldings or cornices, plasters or plaster paneling must be run in place and where cornices are ornamented proper beds must be made to secure same. All plaster capitals, bases, and molding, if not ornamental, must be run on the job.

(h) Contractors shall furnish all screed rods, darbies and feather edges, which must be kept true and straight at all times.

(i) When plastering, the mortar boards shall be raised at least sixteen (16) inches from the scaffold or placed on barrels or stands.

(j) When working on bottoms all work shall be plastered at least one (1) foot above scaffold height. If necessary a foot scaffold not to extend one (1) foot in height shall be allowed for this purpose.

(k) All plasterers shall be allowed ten (10) minutes clean up time before the established quitting time in which to change clothes and clean their tools.

(l) All stands for bottom work shall be no less than thirty (30) inches in height.

(m) There shall be no spacing of plank on scaffolds used for scratch, brown or white coat.

(n) For any scaffold up to four (4) feet in height, on side walls only, a scaffold twenty (20) inches in width shall be allowed. Anything four (4) feet or over in height shall be at least four (4) ten inch planks wide.

(o) No employee shall use stilts or other so called convenience which are hazardous in the opinion of the Field Representative.

(p) It is agreed that the plaster work if sublet or subcontracted by the Employer, shall be given to a contractor who agrees to be bound by the terms of this Agreement. There shall be no lumping of work.

Section 10. Work rules for cement finishing work shall continue to be as follows:

(a) There must be one (1) cement mason on the laying, placing or finishing of all concrete. On the floors there shall be two cement masons or plasterers to do rodding, screeding and top dressing. This does not prohibit bricklayers and masons from being so employed providing they are qualified.

(b) There shall be three (3) men to pull any rod over twelve (12) feet in length up to sixteen (16) feet, and an additional man for every four (4) feet thereafter.

(c) There shall be no lost time during normal working hours for the cement mason while waiting for concrete to set for finishing. No man shall be sent home until the concrete has been properly finished in the opinion of the Employer.

Knee boards are to be used when hand troweling or floating all slabs.

(d) All cement masons shall be allowed ten (10) minutes clean-up time before the established quitting time in which to change clothes and clean their tools.

Section 11. (a) There shall be no more than two (2) competent men on each two-man swing scaffold, and each man shall be supplied with a safety line and belt, tied to a separate anchorage.

(b) The erection of all two-man swing scaffolds shall be supervised and inspected by men working on said scaffold.

Section 12. One (1) man shall get coffee and deliver it to others who will not leave their work station. There will be one coffee break in the a.m., not to exceed fifteen (15) minutes.

Section 13. No employee shall contract by the unit, or lump work of any character, covered by our classification of work, or work for any person or persons contracting work by the unit, or lump work of any character, taken from general contractors, without furnishing material.

Section 14. Every journeyman shall tool off his own work.

Section 15. The line shall not be raised before the course laid.

Section 16. All scaffolds shall be a minimum of five (5) ten (10) inch planks wide unless otherwise specified in the Agreement

Section 17. In addition to a locker on the ground floor, the Employer shall provide a gang box or tool box on every fifth floor above the ground floor. Tools shall be stored in the ground floor locker over the weekend. Employers shall not be responsible for tools stored in a gang box or tool box over the weekend.

ARTICLE XII
INTERNATIONAL MASONRY
INSTITUTE TRUST AND IMI
APPRENTICESHIP TRUST

Section 1. Each Employer signatory hereto subscribes and agrees to be bound by the Agreement and Declaration of Trust of the International Masonry Institute Trust (IMI), including the International Masonry Institute Apprenticeship Trust (IMI-AT).

Section 2. Each Employer agrees to pay to said Funds the amounts set forth in Schedule A, attached hereto for each hour worked by each bricklayer and mason, including apprentices, covered by this Agreement. Payment shall be reported and paid not sooner than the twenty-fifth day of the month following the month in which the work was performed along with the other contributions as provided in this Agreement.

Section 3. Failure to contribute to the Fund shall be a violation of this Agreement.

Section 4. Each Employer shall be required to employ a ratio of one (1) apprentice to seven (7) journeymen on the job when apprentices are available. When

appropriate, a ratio of one (1) apprentice to three (3) journeymen may be employed.

The following percentages of journeymen's wage rates shall be paid to apprentices and the following fringe benefit contributions shall be made for hours worked by apprentices.

The Apprentice Standards for the International Union of Bricklayers and Allied Craftworkers Local 1 CT shall be incorporated by reference and the "Rates of Pay" section of the standards shall be, as outlined in Appendix A. Fringe benefit contribution rates for apprentices shall be made as outlined in Article XVII Section 2.

Section 5. All parties to this Agreement shall adhere to the apprenticeship rules and regulations and standards approved by IMI and the Connecticut State Apprenticeship Council. IMI shall register the training program and all apprentices under supervision of IMI with the Connecticut State Apprentice Council and secure certification of the apprenticeship program so that payment of apprentice wage rates and fringe contribution rates will be permitted under state and federal prevailing rates laws. Contributions to the apprenticeship fund shall not be required during any period that payment of apprentice wage rates and fringe contribution rates are not permitted under state and federal prevailing rates laws.

Section 6. The Committee shall cooperate with the Bureau of Apprenticeship, United States Department of Labor, Connecticut State Apprenticeship Council, Connecticut State Agencies and trade related industries in advancing the training skills of apprentices.

Section 7. The apprentice shall train in all branches of the trade. The apprentice supervisor shall make changes of the apprentices if he sees the apprentice is not getting a fair share of all branches of the trade. No apprentice shall be exploited by being used for continuous periods on such jobs as washing down, cutting on the saw and rubbing concrete. Other than grinding and rubbing concrete, the apprentices shall work no more than 20 hours per week on any washing down, cutting on the saw, installing wall anchors and waterproofing. All employers will endeavor to have apprentices work a minimum of 20 hours per week laying units in the wall.

ARTICLE XIII **INSURANCE**

The Employer shall carry, on behalf of all employees covered under this Agreement, Workers' Compensation Insurance, through a carrier licensed to do business in the State of Connecticut, and shall make Unemployment Compensation payments as required by law. The Employer shall provide the Director or Field Representative of the Union with evidence of such coverages upon request.

ARTICLE XIV **STATE AND FEDERAL LAWS**

It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of the United States and the State of Connecticut. Should it later be determined that it would be a violation of any legally effective Government or State order or statutes to comply with any provision or provisions of this Agreement, the parties hereto agree to renegotiate such

provision or provisions of this Agreement for the purpose of making them conform to such laws or statutes so long as they shall remain effective and the other provisions of this Agreement shall not be affected thereby.

ARTICLE XV **WORK STOPPAGES**

Section 1. It is agreed that there shall be no work stoppages during the term of this Agreement except for the following causes only, and only forty-eight (48) hours (weekends excluded) after notice from the Union has been received by the Employer and the Association which clearly states the Union's intention to strike for:

"Willful non-payment of wages and/or fringe benefit contributions as required by this Agreement for time actually worked by employees covered under this Agreement."

The notice required by this Section shall be by telegram, registered or certified mail, and shall be authorized and signed by the appropriate Field Representative.

Section 2. Any Employee(s) who loses wages when this Article XV is implemented, due to the Employer's failure to pay wages and/or fringe benefit contributions as provided in this agreement, shall be compensated for each hour lost up to two (2) work days, (sixteen (16) hours).

Section 3. Except as specifically provided in Section 1 above, there shall be no work stoppages, strikes, slowdowns or other interference with the progress of the work during the term of this Agreement.

ARTICLE XVI
GRIEVANCE AND ARBITRATION
PROCEDURE

Section 1. A grievance shall be defined as any dispute arising between the parties concerning interpretation and/or application of this Agreement during the term of this Agreement. The Union, the Employer, and/or the Association may file and process a grievance as provided herein.

Section 2. There shall be a Joint Arbitration Committee hereinafter referred to as the "Committee", made up of two representatives

of the Association and two representatives of the Union which shall hear grievances referred to it by the Employer, the Association and/or the Union.

Any controversy arising out of this Agreement involving the interpretation of its terms and conditions shall be settled in accordance with the grievance procedure set forth in this Article. No grievance shall be recognized unless it is called to the attention of the Employer by the Union or to the attention of the Union by the Employer within five (5) days after the alleged violation is committed or within five (5) days after the party filing the grievance knew or should have known of the event giving rise to the grievance.

Section 3. All grievances between an employee or group of employees on the one hand and the Employer on the other shall be processed in accordance with the following procedures:

Step 1. The steward, within three (3) working days after the event giving rise to the grievance, shall first report the grievance to the Employer's representative and the

Field Representative or the President, Local 1, Connecticut.

Step 2. If the grievance is not resolved in Step 1 above, the Field Representative or the President, within three (3) working days after the occurrence which gave rise to the grievance, shall then discuss the grievance with the job superintendent or an officer of the Employer in a further attempt to resolve the matter informally.

Step 3. If the grievance cannot be resolved in Step 2 above, the Field Representative or the President shall send notice to the Employer and the Association within five (5) days after the occurrence which shall have given rise to the grievance requesting consideration by the Committee of the grievance. Such notice shall be by certified mail, return receipt requested, and must give the names of all parties involved, job site location and full particulars of the grievance including appropriate dates and ARTICLE(S) and Section(s) of this Agreement which the Union alleges have been violated.

Section 4. Either the Employer or the Association may submit a grievance for consideration by the Committee by sending notice to the Union requesting such consideration. Such notice shall be by certified mail, return receipt requested and shall give details of the grievance. A copy of any such notice by the Employer shall be sent to the Association.

Section 5. The Committee shall meet to consider the grievance within five (5) working days after the request for such consideration has been received by either the Association or the Union. The grievance shall be deemed settled and resolved in accordance with the majority vote of the

Committee, and the Committee's decision shall be binding upon the parties to the grievance. When decisions are reached by the Joint Arbitration Committee, a time frame for compliance of such decision shall be established by the Committee. Upon failure to comply with the decision of the Joint Arbitration Committee, the parties are free to take whatever action they deem necessary toward implementation.

Section 6. When a grievance is appealed to arbitration, the matter will be submitted to one of the following list of arbitrators, who will be used on a rotating basis or by mutual agreement for grievances submitted to arbitration during the term of this collective bargaining agreement. In the event the Arbitrator who is next in rotation is unable to schedule the arbitration within sixty (60) days of the referral, the arbitration will be submitted to the next arbitrator according to the following rotation:

Albert G. Murphy
Michael F. Walsh
J. Larry Foy
M. Jackson Webber
Victor Muschell

Section 7. If either party refuses to participate in the selection of an impartial umpire, the other party shall select such umpire.

Section 8. If either party fails to appear at an arbitration proceeding before an impartial umpire, the umpire shall proceed ex parte.

Section 9. Each party shall bear the costs of its appointed arbitrators. The costs of the neutral arbitrator and an arbitration proceedings hereunder shall be borne by the party found in violation of the contract.

Section 10. The time limits set forth herein shall be strictly adhered to but may be extended by written agreement between the Association and the Union. A grievance shall be considered as being determined against the party in violation of the time limits set forth herein.

Section 11. Nothing set forth herein shall require the Union to process any Union or employee grievance which in its opinion is without merit and no employee has the right to arbitrate a grievance which the Union deems without merit. The Association has the right to determine whether or not it shall represent or continue to represent Employers with respect to grievances filed hereunder.

ARTICLE XVII **FRINGE BENEFIT FUNDS**

Section 1. Employers shall make contributions to following funds in the amounts specified in Schedule A attached to this Agreement and made a part hereof, for each hour worked by employees covered by this Agreement.

Zone A: All of Connecticut other than towns listed in Zone B:

IUBAC Local 1; Connecticut, Health Fund

International Union Pension Fund

International Union Retirement Savings Plan (Annuity Fund)

International Masonry Institute, Apprentice and Training (IMI/AT)

International Masonry Institute

Zone B: Norwalk, Westport, Weston, Wilton, Ridgefield, New Canaan, Stamford, Redding, Darien and Greenwich

IUBAC Local 1, Connecticut, Health Fund

International Pension Fund

International Union Retirement Savings Plan (Annuity Fund)

International Masonry Institute, Apprentice and Training (IMI/AT)

International Masonry Institute

Section 2. Each Employer agrees to pay to the Funds listed for Zone A or Zone B, depending on the location of the project on which the employees are working, the required contribution rates for all hours worked by employees and apprentices, except as follows: up to 1,500 apprentice hours, only health contribution are required; 1500 to 3000 apprentice hours, only health and pension contributions are required; and over 3000 hours, all contributions are required. An hour of work for which overtime or any other premium wage must be paid, shall be considered a single hour for this purpose except for Cement Masons as set forth in Article V, Section 1.

Section 3. Not later than the 20th day following the month in which the hours of work were performed, each Employer shall submit to the Funds reports containing a complete list of the names of employees, social security numbers, and the number of hours worked by each employee during the previous month. In the event no employee worked during the previous month, the Employer shall submit a report attesting that

no Employees worked and this will be the Employer's final report until that Employer has reportable hours in the future.

Section 4. If an Employer fails to make the required contributions to any Fund by the end of the month following the month in which the work was performed, the Employer shall be considered a Delinquent Employer for that Fund.

If so determined by the trustees of any Fund, Delinquent Employers shall pay to each Fund for which it is a Delinquent Employer interest charges at the rate of one and one-half percent computed on the entire sum owed each Fund for each thirty (30) day period or fraction thereof that it is a Delinquent Employer.

If so determined by the trustees of any Fund, since the failure of a delinquent Employer to remit timely payment of contributions imposes additional accounting, handling and administrative expenses upon each of the Funds, each delinquent Employer shall pay, as liquidated damages the sum of one dollar (\$1) per employee per Fund, up to a total maximum payment of three (\$3) per employee, for each thirty (30) day period or fraction thereof that the Employer is delinquent.

If so determined by the trustees of any Fund, an Employer whose check is returned for insufficient funds will be required to make payments by certified check for the next six months.

Section 5. The failure of any Employer to make the required reports and contributions to each Fund shall make the Employer liable (1) to each employee damaged by such failure for whatever benefits the employer and his or her beneficiaries were denied

because of the Employer's failure to make the required reports and contributions and (2) for court costs and attorney's fees reasonably necessary in collecting the contributions, provided however, that no Employer shall have any liability to any employee or beneficiary as set forth above, if the failure to pay the required contribution or any part thereof was the result of honest mistake or inadvertence.

Section 6. Employer contributions to the Pension and Annuity Funds shall be consistent with applicable federal law.

Section 7. All fringe benefit funds to which Employer contributions are required by this Agreement shall be maintained at all times as jointly administered Taft-Hartley trust funds with an equal number of employer trustees and labor trustees, herein referred to as the "Trustees", with such powers and duties as may be provided from time to time by the applicable Trust Agreement. The Funds shall furnish to the Association and the Union copies of their respective annual audit reports and annual actuarial or consulting reports and information concerning contributions received or due as might be requested from time to time.

Section 8. The Funds shall at all times be operated in conformance with applicable Federal and State laws and regulations, and shall be maintained as tax exempt trusts under provisions of the Internal Revenue Code and Employer contributions to said Fund shall at all times be deductible by the Employer for Federal incomes tax purposes. In the event that a Fund fails to retain approval as a tax exempt trust so that Employer contributions shall not be deductible as a business expense, the Employer shall not be liable to contribute to such Fund for hours worked during the

period that the contribution is not deductible.

Section 9. At the discretion of the Fund's Trustees, an Employer determined to be delinquent in its payments as required herein may be held liable for all contributions due to the Fund and reasonable attorney's fees, court costs, audit fees and other expenses incurred incidental to collection of contributions due the Fund, including a reasonable rate of interest on contributions due. Appropriate payroll records of the Employer may be subject to audit by the Trustees or their authorized representative upon reasonable notice. The Trustees shall have all powers with respect to the audit of appropriate payroll records and the collection of delinquent contributions, interest, audit fees, attorney's fees and other expenses of collection as may be provided from time to time by the applicable Trust Agreement.

Section 10. Fringe Benefit Bond Requirement. If so determined by the trustees of a Fund, any Employer who has not been signatory to this agreement and any prior agreement for two (2) consecutive years, or any Employer whose employees have been removed in accordance with Article XV; Section 1 of this Agreement, or who is or has been a delinquent Employer at any time within any twelve (12) month period shall be required to furnish a surety bond or cash deposit escrowed with the Trustees in a sufficient amount to protect a Fund, against the failure of the Employer to make any payment due currently or in the future under the terms of this Agreement.

The following procedures and amounts shall govern fringe benefit bonds:

a. The total amount of the bond or bonds to be posted or cash to be deposited shall equal 480 hours times the total of the contributions to the employee fringe benefit funds required by this Agreement for each employee employed by the Employer.

b. If at any time after a bond or bonds are posted or money is deposited, and the Employer's work force increases, the fund trustees may require a corresponding increase in bonding or money deposited.

c. If an Employer chooses to post one bond, it shall be in the name of the Bricklayers fringe benefit funds. The bond may not require as a condition of payment that the Employer be delinquent in contributions to all of the funds, but rather a pro-rata share of the bonded amount shall be collectable by any fund to which the Employer is delinquent in the payment of contributions.

If an Employer chooses to post a separate bond for each fund, the amount of each bond shall be computed in accordance with the method described above, and the total of the separate bonds shall equal the total amount required as stated in Section a.

If an Employer chooses to deposit a bank certified check or money order, said check or money order shall be made payable to the Bricklayers fringe benefit funds. The check or money order shall be cashed immediately and allocated in accordance with Section (a) to a non-interest bearing checking account.

d. If no delinquency occurs during the first 12 months after bonds are posted, the Fund Office will notify the Employer that the bonds may be canceled, or the entire amount of the money deposited, without interest, will be returned to the Employer.

e. If, during the time that bond(s) or cash is being held by the Funds, an Employer is delinquent more than once, the Funds shall have the right to:

1. On the due date of the second delinquent contribution, recover the amount of delinquency by taking action to collect on the bond or bonds posted or withdrawing from the monies deposited by the Employer, and

2. Notify the Employer that weekly payments by certified check will be required for the next six months, and

3. Require that a new bond or bonds be posted, or additional monies be deposited, to make-up for the amount collected or withdrawn under paragraph (a) of the Section.

f. If an Employer fails to provide or replenish a cash or surety bond as required by this policy, the trustees of any fund may write to the Employer requesting the bond. If the bond is not received in the fund office within 30 days after the fund's written request, the matter shall be referred to the Fringe Benefit Fund(s)' collection attorney(s) and treated as a delinquency, and the Employer will not be allowed to employ any bricklayers whatsoever in the jurisdiction of the Union until the delinquency has been eliminated.

Section 11. Nothing in this Agreement, any trust agreement for a fund to which contributions are required by this Agreement, a plan of benefits or any other document shall be construed to impose upon the Employer or other contributor any liability or obligation to contribute or make any other payments to any Fund toward the cost of benefits or the cost of administration or funding to the Plan beyond the obligation

of the Employer to make contributions, provide any required bonding and pay the expenses of collection as specified in this Agreement. Except to the extent that the Association and the Union may participate in the selection of their respective trustees, neither the Association, nor the union nor any Employer shall be responsible for the operation or administration of the Funds. In no event shall the Association, the Union or any Employer be liable for any action or failure to act of any trustee. It is agreed and understood that this section shall serve as a defense to any allegation or course of action wrought by any individual or entity which might jeopardize the employer's or other contributor's position that its liability is strictly limited as stated herein. In no event shall the Employer be liable to make duplicate contributions to more than one Fund providing the same type of benefits.

ARTICLE XVIII **DUES CHECK-OFF**

Section 1. During the term of this Agreement, and in accordance with the terms of an individual and voluntary written authorization for check off of union membership dues to be furnished to the Employer in a form as specified in Section 3 below, and permitted by law including the provisions of Section 302 (c) of the Labor-Management Relations Act, as amended, the Employer agrees to deduct once each week from the net pay of each employee covered by this Agreement, who signs said authorization, the sum which the Union has specified, or from time to time later specifies, in writing to the Employer as the dues for the Union and its International Union for each payroll hour worked by said employee during the week as part of the employee's membership dues in the Union, provided however, that no change in the

amount of hourly dues shall take effect until after the Union shall have given the Association thirty (30) days' prior written notice thereof. Said deductions shall be made solely for each employee who is a member of the Local Union and who is working in the geographical jurisdiction of the Local One, Connecticut.

Section 2. The Union agrees to indemnify and save the Employer and the Association harmless against any and all claims, suits, or other forms of liability arising out of the Employers' participation in or performance of the provisions of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been paid to the Union.

COMBINED WORKING DUES AND BACPAC CHECK-OFF AUTHORIZATION

I hereby authorize any of the various individual Employers who are signatory to a collective bargaining agreement with any Bricklayers & Allied Craftworkers Local Union 1, the International Union, or any other BAC affiliate, and by whom I may be employed during the term of such agreement, or any renewal or extension, or any subsequent agreement, to deduct from my wages and transmit monthly to said Union the sum which the Union has specified, or specifies from time to time, as the portion of my union dues to said Union, to the International Union, or to any other BAC affiliate, subject to check-off through procedures conforming to applicable law. This authorization shall be irrevocable for a period of one (1) year following the date it was signed or until the current applicable collective bargaining agreement expires, whichever occurs sooner. This authorization shall be automatically renewed from year to

year, unless sixty (60) days prior to the termination or the annual renewal date I revoke this authorization by written notice to the Union and to the individual employer by whom I am employed:

I also hereby authorize the Employer (as described above) to deduct from my wages the sum of _____ for each hour paid and to transmit that amount in the manner prescribed by the Union to the Bricklayers & Allied Craftworkers Political Action Committee (BACPAC). This authorization is signed freely and voluntarily and not out of fear of reprisal, and on the understanding that BACPAC is engaged in a joint fund raising effort with Committee on Political Education of the American Federation of Labor & Congress of Industrial Organizations, that BACPAC will use the money contributed to that effort to make political contributions and expenditures in connection with federal, state and local elections, and this voluntary authorization may be revoked at any time by written notice to the Employer and BACPAC of a desire to do so.

* To authorize the deduction of both working dues and BACPAC contribution, please sign and date this form.

* To limit the authorization to the deduction of either the working dues or BACPAC contribution, please check the appropriate box, sign and date this form.

Date _____, 19____

Social Security _____

No. _____

Signature _____

ARTICLE XIX BUILDING AND CONSTRUCTION ADVANCEMENT PROGRAM

The Building and Construction Advancement Program (BCAP), a division of the AGC/CCIA Building Contractors Labor Division of Connecticut, Inc., (hereinafter referred to as the "Program" or "BCAP") has been established and organized to improve public relations; to improve the standards of the construction industry; to conduct education and training programs and to conduct any program for the benefit of the construction industry. The Program shall not conduct any anti-union or political activity.

The Employer agrees, commencing with the first payroll following the effective date of this Agreement, to make payments of twenty-one (\$.21) cents per hour to BCAP for each hour each employee covered by this Agreement works. Payments to AGC are due and payable on or before the twenty-fifth day of the month following the month during which the work was performed. All contributions shall be in such manner as AGC shall require.

If the Employer fails to make contributions to BCAP within the period required by AGC, the delinquent Employer shall be liable for all reasonable costs for collecting the payments due, including but not limited to reasonable attorney's fees and court costs, audit costs, a reasonable rate of interest on the outstanding balance due BCAP, and liquidated damages assessed by AGC as an "administrative fee". The Union shall incur no liability or responsibility for the collection of such contributions.

The Union agrees to propose that all the provisions in this Article XIX Building and

Construction Advancement Program shall be included in every independent agreement. The Union further agrees that the total hourly economic cost (i.e. hourly payments required) including payments to the Association for companies covered under such independent agreements shall not be less than the total hourly economic cost for Employers covered under this Agreement. In the event the total hourly economic costs for Employers covered under this Agreement are greater than the total hourly economic costs for any employer covered under an independent agreement, all Employers covered under this Agreement shall have the option to equalize the total hourly economic cost as provided in such independent agreement but shall not thereby be relieved from making payments to the AGC as provided in this Article XIX. In the event a non-member employer does not make contributions to the CCIA or the MCA Industry Advancement Programs (IAP), then the employer shall be required to make the equivalent contribution(s) to the IMI-AT fund. Neither the Union or its representatives may encourage or persuade any Employer to (1) not make contributions in the amount set forth in this Agreement to the Association Construction Program or (2) make such contributions to the IMI-AT rather than the IAP.

ARTICLE XX **MANAGEMENT PREROGATIVES**

The Employer hereunder shall have full authority to manage the work, direct the work force, and decide all matters except to the extent he is specifically prohibited from doing so under this Agreement. All Employers reserve the sole right to employ and discharge whomsoever they choose, provided only that they do not discriminate

against any employee for any reason, including union or concerted activities, union membership, and the reasons set forth in Article III, Equal Employment Opportunity.

ARTICLE XXI **SEVERABILITY**

The obligations of the Employers bound by this Agreement shall be several and not joint, and the acts, omissions or violations of this Agreement by an Employer or any individual or entity, whether alleged or in fact, shall not be held against any other Employer or against the Association.

[no text missing]

ARTICLE XXII
TERM OF AGREEMENT

This Agreement shall remain in full force and effect from April 1, 1999, through March 31, 2002, and shall renew itself annually thereafter unless either party shall have given written notice to the other party of its desire to terminate this Agreement and negotiate a successor agreement at least sixty (60) days prior to March 31, 2002 or any March 31 thereafter.

AGC/CCIA BUILDING CONTRACTORS
LABOR DIVISION OF CONNECTICUT,
INC.

by MB. Morganti

LOCAL 1, CONNECTICUT,
INTERNATIONAL UNION OF
BRICKLAYERS AND ALLIED
CRAFTWORKERS, AFL-CIO

by [Signature]

MASON CONTRACTORS ASSOCIATION OF CONNECTICUT

by [Signature]

Company Name

Signature and Title

Address (Number and Street)

Phone Number - Fax Number

City or Town Zip

**SCHEDULE A
LOCAL ONE, CONNECTICUT, BAC
BUILDING AGREEMENT**

ZONE A All of Connecticut other than towns listed in Zone B

***Total wage and fringe package:**

4/1/02 - 10/5/02	\$36.61
10/6/02 - 4/5/03	\$38.11
4/6/03 - 10/4/03	\$39.11
10/5/03 - 4/3/04	\$40.11
4/4/04 - 10/2/04	\$40.76
10/3/04 - 4/2/05	\$41.41
4/3/05 - 10/1/05	\$42.66
10/2/05 - 3/30/06	\$43.91
3/31/06 - 10/2/06	\$45.91

*For exterior Pointing, Caulking and Cleaning, effective October 1, 1999, if going over ten (10) floors, a \$1.00 per hour premium shall be paid for work at the tenth floor and above.

Employer Contributions:

Cement Masons will receive one and one-half times fringe contributions for hours worked over eight hours per day.

IUBAC, Local 1, Connecticut Health Fund

4/1/02 - 3/31/06 \$4.70

International Union Pension Fund

4/1/02 - 3/31/06 \$3.50

International Union Retirement Savings Plan (Annuity Fund)

4/1/02 - 3/31/06 \$2.40

International Masonry Institute, Apprentice and Training Trust (IMI/AT)

4/1/02 - 3/31/06 \$0.80

Association Program

4/1/02 - 3/31/06 \$0.21

The total of the Local 1, Connecticut, BAC, and the International dues deductions shall be equal to 3.25% of the total wage rate and fringe benefit contribution rate package.

(See special agreement for Apprentices in Article XII.)

ZONE B Local Chapter No. 4 (Norwalk, Westport, Weston, Wilton, New Canaan, Stamford,

***Total wage and fringe package:**

04/1/02 - 10/5/02	\$37.64
10/6/02 - 04/5/03	\$39.14
04/6/03 - 10/4/03	\$40.14
10/5/03 - 04/3/04	\$41.14
04/4/04 - 10/2/04	\$41.79
10/3/04 - 04/2/05	\$42.44
04/3/05 - 10/1/05	\$43.69
10/2/05 - 3/30/06	\$44.94
3/30/06 - 10/2/06	\$46.94

*For exterior Pointing, Caulking and Cleaning, effective October 1, 1999, if going over ten (10) floors, a \$1.00 per hour premium shall be paid for work at the tenth floor and above.

Cement Masons will receive one and one-half times fringe contributions for hours worked over eight hours per day.

Employer Contributions

IUBAC, Local 1, Connecticut Health Fund

4/1/02 - 3/31/06 \$4.70

International Pension Fund

4/1/02 - 3/31/06 \$3.05

International Union Retirement Savings Plan (Annuity Fund)

4/1/02 - 3/31/06 \$3.88

International Masonry Institute, Apprentice and Training Trust (IMI/AT)

4/1/02 - 3/31/06 \$0.80

Association Program

4/1/02 - 3/31/06 \$0.21

The total of the Local 1, Connecticut, BAC and the International dues deductions shall be equal to 3.25% of the total wage rate and fringe benefit contribution rate package.

(See special agreement for Apprentices in Article XII.)

**SCHEDULE B
LOCAL ONE, CONNECTICUT, BAC
BUILDING AGREEMENT**

LOCAL UNIONS AND THEIR JURISDICTIONS

ZONE A

Local 1, Connecticut

45 Water Street, New Haven, Connecticut 06511
Telephone: 203-562-8141
800-452-4354

356 Franklin Avenue, G5, Hartford, CT 06114
Telephone: 860-296-8014

All of Connecticut except Zone B

ZONE B

7 Van Zant Street, Norwalk, Connecticut 06855
Telephone: 203-853-6838

Territory: Darien, Greenwich, New Canaan, Norwalk, Redding, Ridgefield, Stamford, Westport, Weston, Wilton

APPENDIX A
APPRENTICE RATES

Bricklayer, Cement Mason, Plasterer (6000 hours)

1 st 750 hours	60% *
2 nd 750 hours	65%
3 rd 750 hours	70 %
4 th 750 hours	75%
5 th 750 hours	80%
6 th 750 hours	85%
7 th 750 hours	90%
8 th 750 hours	95%

Pointer, Caulker, Cleaner (4500 hours)

1 st 750 hours	50%
2 nd 750 hours	55%
3 rd 750 hours	60%
4 th 750 hours	70%
5 th 750 hours	80%
6 th 750 hours	90%

Tile setter (6000 hours)

1 st 500 hours	50%
2 nd 500 hours	55%
3 rd 500 hours	60%
4 th 500 hours	65%
5 th 500 hours	70%
6 th 500 hours	75%
7 th 500 hours	80%
8 th 500 hours	85%
9 th 1000 hours	90%
10 th 1000 hours	95%

Tile Finisher (2000 hours)

1 st 500 hours	60%
2 nd 500 hours	70%
3 rd 500 hours	80%
4 th 500 hours	90%

Dual Trades (For Apprentices who chooses more than one trade, 7000 hours)

1 st 875 hours	60%
2 nd 875 hours	65%
3 rd 875 hours	70%
4 th 875 hours	75%
5 th 875 hours	80%
6 th 875 hours	85%
7 th 875 hours	90%
8 th 875 hours	95%

*Of the journey man's rate

AGC BRICKLAYER EMPLOYERS

Bismark Construction Co., Inc.
100 Bridgeport Avenue
Milford, CT 06460

DeLuca Construction Company, The
27 Crescent Street
P.O. Box 2186
Stamford, CT 06906

B.W. Dexter, II, Inc.
556 Westcott Rd.
Danielson, CT 06239

Frank E. Downes Construction Company,
Inc. 200 Stanley Street
New Britain, CT 06050

Joseph F. Kelly Co., Inc.
184 Front Avenue
West Haven, CT 06516

Lombardo Brothers
121 Elliott St East
Hartford, CT 06114

Marshall & Sons, Inc., J.L.
P.O. Box 2210
Pawtucket, RI 02861

Mercede & Sons, Inc., Frank
700 Canal Street
Stamford, CT 06902

Milazzo & Company, S.G.
148 Dividend Road
Rocky Hill, Ct 06067

New England Plasterers
75 Charles Street
E. Hartford, CT 06108

Nickerson Company, Inc., C.H.
49 Hayden Hill Rd., PO Box 808
Torrington, CT 06790

Taylor Precast, Inc.
120 Highwoods Drive
Guilford, CT 06437

Tomlinson-Hawley-Patterson
2225 Reservoir Avenue
Trumbull, CT 06611

MASON CONTRACTORS ASSOCIATION OF CONNECTICUT EMPLOYERS

Armani Restoration Inc.
191 Franklin Ave.
Hartford, CT 06114

Civitillo Masonry
28 Shepard Drive
Newington, CT 06111

Civitillo/Lombardo - A Joint Venture
121 Elliot Street East
Hartford, CT 06114

J. DeLuca Construction Co.
414 Greenfield Street
Fairfield, CT 06430

B.W. Dexter, II, Inc.
556 Westcott Rd.
Danielson, CT 06239

Ebobean Corporation
PO Box 340387
Hartford, CT 06134-0387

G & G Masonry
191 Franklin Ave.
Hartford, CT 06114

Gullotta Masonry Inc.
Limerick Place
Cos Cob, CT 06807

Lombardo Brothers Mason Contractors
121 Elliot Street East
Hartford, CT 06114

BRICKLAYERS AND ALLIED CRAFTWORKERS

BUILDING INDEX

<u>Subjects</u>	<u>Pages</u>
Acid Brick.....	6
Affirmative Action Programs.....	2
AGC/CCIA Building Contractors Labor Division of Connecticut, Inc.	1, 29, A1, A3
Agreement of the Parties.....	1
Alcohol Testing.....	8-9
Alteration Work in Occupied Areas.....	6
Annuity Plan (International Union Retirement Savings Plan).....	3, 24-26, 32-33
Apprentice, Ratio	20, 35
Apprentice Wage Rates.....	35
Apprentices	20-21, 35
Arbitration.....	23, 1, 2, 11, 18
Arbitrator, appointment of	23
Arbitration Committee.....	23-24
Artificial Masonry.....	14
Association Liability.....	23
Association Program.....	32, 33
Authority for Establishment of Pay Rates.....	3
Authorization for Check-off Dues	28
Breach of Agreement	20
Brick Masonry.....	11
Building and Construction Advancement Program (BCAP)	29-30
Bureau of Apprenticeship	21
Carryover Provision.....	7
Cement Finishing Work Rules.....	20
Cement Masonry.....	14
Cement Masons.....	3, 20, 25, 32, 33
Clothing.....	6, 8
Coffee.....	20
Competency of Employees.....	10
Competent Men.....	20
Connecticut State Apprentice Council.....	21
Contributions to Funds.....	3, 7, 21, 25-28, 33
Costs of Collection and Attorneys' Fees	26, 29
Defenses to Course of Action	28
Department of Labor, U.S.	21
Department of Labor Form WD10.....	7

BRICKLAYERS AND ALLIED CRAFTWORKERS BUILDING INDEX, continued

<u>Subjects</u>	<u>Pages</u>
Direct Deposit	4
Discharge	6, 7, 9, 11, 30
Discharge for Intoxication.....	6
Discrimination, No.....	1, 2
Dispute Settlement.....	1, 23
Double Time	3, 4
Drinking Water Containers.....	10, 19
Drug Testing	8
Dryvit Systems.....	16
Dues and Initiation Fees, Union.....	2
Dues Check-off	28
Dues Deduction.....	29, 32-33
Dust, Excessive	6-9
Dust Masks.....	6-9
Employee Competence.....	10, 20
Employer, Delinquent	25-27
Employer, defined	1
Employer Liability	23
Employer's Property.....	8
Equal Employment Opportunity.....	2
Failure to Contribute to Funds	25, 26, 28, 29
Favored Nations Clause	1
Field Representative.....	6, 9, 10, 20, 22, 23
Foreman	4, 9, 10
Forty Pound Units	7
Forty-five pound limit.....	16
Fringe Benefit Bond Requirement	26-27
Fringe Benefit Funds.....	3, 24-27, 32-33
Furnish Information to Union	7, 26
Gang Box	21
Geographical Jurisdiction	1, 28
Government Restricted Work	4
Grievance and Arbitration Procedure.....	23-24
Grievance Committee	23-24
Grievances.....	23-24

BRICKLAYERS AND ALLIED CRAFTWORKERS BUILDING INDEX, continued

<u>Subjects</u>	<u>Pages</u>
Health and Safety Standards	7
Health Funds	3, 24, 25, 32-33
Health Risks	6, 7
Hiring	1, 2, 9
Holidays	3-5
Hours of Work and Working Conditions	4, 9, 25, A1
Inclement Weather	4, 5, 7
Increases in Benefit Funds	32-33
Independent Agreement	30
Industry Quarterly Meetings	A2
Initiation Fees, Union	2
Injury	6, 7, 8, 10
Insurance (Workers' Compensation and Unemployment Compensation)	6, 22
International Constitution and Rules of Order	11
IUBAC, Local One, Connecticut Health Fund	1, 24, 25, 32-33, A3
International Masonry Institute	24
International Masonry Institute Apprenticeship Trust (IMI-AT)	3, 21, 25, 32, 33
International Masonry Institute Marketing Program	30, A1
International Pension Fund	3, 24, 25, 32-33
International Union Retirement Savings Plan (Annuity Plan)	3, 24-27, 32-33
IRS Approval of Funds	26
Joint Arbitration Committee	23, 24
Journeyman's Rate	32-33
Jurisdiction (See Trade Jurisdiction)	18-19
Jurisdictional Claims	11-18
Jurisdiction, Territorial	1-2, 8, 34
Layoffs, Discharge	2, 6, 7, 9, 11, 30
Letter Agreement	A1, A3
Liability	25-29
Liability for Loss by Fire/Theft	10
Local One, Connecticut, of the International Union	
of Bricklayers and Allied Craftworkers, AFL-CIO, defined	1
Lockers	6, 21
Loss of Tools	10
Lost Time Pay	5, 22
Lunch Period	3, 6

BRICKLAYERS AND ALLIED CRAFTWORKERS BUILDING INDEX, continued

<u>Subjects</u>	<u>Pages</u>
Machine Safety Devices.....	8
Management Prerogatives.....	30
Manning Requirements.....	3
Mason Contractors Association of Connecticut.....	1, 37
Masonry Saw.....	7, 8
Membership in Union	2
Mobility.....	A3
Modifications of Agreement.....	3
Notice to Increase Fund Contributions	3
Object.....	1
Overhead Protection.....	7
Overtime	4, 5, 6, 7, 19, 25
Owner Restrictions.....	4
Parties to Agreement.....	1
Pay Day.....	4-6
Payment of Wages.....	4, 5, 6, 32-33
Payroll Record Audit.....	26
Pension Funds.....	3, 24-26, 32-33
Personal Protection.....	7
Plastering.....	16, 19
Plastering Work Rules.....	19
Pointing, Caulking, & Cleaning.....	3, 12, 16, 32-33
Political Action Check-Off.....	29
Pre-Job Notification.....	8
Preference in Employment.....	7, 10
Premium Pay.....	3, 6, 25, 32-33
President and Field Representatives	9
Purpose of Agreement.....	1
Pyramiding of Overtime, No.....	4
Quit, Willful.....	6
Quitting Time.....	4, 5, 6, 19-20
Refractory Work.....	17
Reporting Pay.....	5
Residents of Connecticut	2, A3

BRICKLAYERS AND ALLIED CRAFTWORKERS BUILDING INDEX, continued

<u>Subjects</u>	<u>Pages</u>
Safety	7-8, 18-20
Saturday Make-Up Work	4
Saws, Operation.....	7
Scaffolds/Safety	8, 10, 21
Scope of Agreement.....	1
Severability	30
Shed	6, 10
Shift Provision	6
Special Agreement for Targeted Projects	A1-A2
Special Tools and Lines	19
Stand In Line.....	5, 16-19
Starting Time	4
State and Federal Laws	22
Steward	10, 11, 19, 23, A3
Stonemasonry.....	13-14
Strikes (see work stoppages)	
Subcontractors.....	1, 20
Sunday.....	4, 5
Term of Agreement.....	31
Territorial Jurisdiction	1, 34
Toilet Facilities	10
Tools, Tool Box	5, 6, 7, 9, 10, 12, 16-21
Tool House.....	10
Tools, Loss of.....	10
Tower scaffolding	9
Trade Jurisdiction.....	11-18
Transfer of Employee.....	4, 10
Umpire, Impartial.....	24
Unemployment Compensation Slip	6
Union Membership	2
Union Security and Employment	25
Unit or Lump Work.....	20
Use and Return of Tools/Replacement Cost.....	10
Wage Rates and Classifications	3, 5, 7, 9, 32-33
Wages.....	32-33
Wages, Hours, Working Conditions and Holidays	3-7
Waiting Time	6
Wall Height Limits.....	7, 16

BRICKLAYERS AND ALLIED CRAFTWORKERS BUILDING INDEX, continued

<u>Subjects</u>	<u>Pages</u>
Wash Up Time	6
Work Day	3, 4, 6, 7, 19, 22
Work Rules	18-20
Work Stoppages	18, 22
Work Week	3
Zones A and B	1, 3, 24, 25, 32, 33, 34

April 1, 2002

MEMORANDUM OF AGREEMENT

SPECIAL AGREEMENT FOR TARGETED PROJECTS

This SPECIAL AGREEMENT FOR TARGETED PROJECTS is made and entered into on this 31st day of March, 2002 by and among the AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC., their successors or assigns, hereinafter referred to as the "Association", acting for and in behalf of those firms they are authorized and agree to represent, each hereinafter referred to as the "Employer", and the LOCAL 1, CONNECTICUT, OF THE INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I

APPLICATION

This understanding between the parties is entered into in order to deal more effectively with the current status of the area masonry industry market conditions on selected commercial and residential projects.

The terms of this Agreement apply to covered employment which both is subject and not subject to federal or state prevailing wage laws, except as specifically set forth herein. All the terms and conditions of the Master Agreement and the Letter Agreement between the parties of even date apply to employment under this Agreement, except as specifically set forth herein.

ARTICLE II

WORKING CONDITIONS

When a project has been targeted for bidding by an Employer under the terms provided by this Special Agreement, the Employer shall be obligated to notify the Local 1, Connecticut, BAC office by submitting a completed Special Agreement form for Targeted Projects. The Employer notification will be listed and kept on file and will automatically qualify the subject project for the following special terms and conditions provided by this Special Agreement, unless notified to the contrary in writing by the Union within 24 hours after the receipt of the Employer's filing form:

With respect to projects not subject to federal or state prevailing wage laws, there shall be special terms and conditions including but not limited to an adjusted wage rate and fringe benefits, as determined by the Employer and set forth in the completed Special

Agreement form for Targeted Projects submitted to the Union. Unless the Employer is notified to the contrary in writing within 24 hours thereafter, the form as submitted shall constitute an agreement by the parties to the special terms and conditions for that project.

Upon being awarded a contract and prior to the commencement of work on a targeted project, the Employer shall once again notify the Local 1, Connecticut, BAC office and the Union shall execute and return the Special Agreement form for Targeted Projects submitted by the Employer for that project.

ARTICLE III

INDUSTRY QUARTERLY MEETINGS

It is also agreed that the parties will meet at least quarterly to analyze the impact of this special understanding and to determine if further adjustments in this Special Agreement would be appropriate. Any subsequent adjustment to this Special Agreement will require mutual agreement between the parties hereto.

ARTICLE IV

DURATION

This Agreement shall remain in full force and effect from April 1, 2002, through March 31, 2006.

IN WITNESS WHEREOF the parties have executed this Special Agreement for Targeted Projects on this 31st day of March 2002.

AGC/CCIA BUILDING CONTRACTORS
LABOR DIVISION
OF CONNECTICUT, INC.

LOCAL ONE,
CONNECTICUT,
BAC

MASON CONTRACTORS ASSOCIATION
OF CONNECTICUT, INC.

For the Associations:

For the Union:

MB Morganberry
C. Mitchell Loria

[Signature]

Letter Agreement

THIS LETTER AGREEMENT is made and entered into on this first day of April, 2002 by and among the AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC. and the MASON CONTRACTORS ASSOCIATION OF CONNECTICUT, their successors or assigns, hereinafter referred to as the "Association", acting for and in behalf of those firms it is authorized and agrees to represent, each hereinafter referred to as the "Employer", and the LOCAL 1, CONNECTICUT, OF THE INTERNATIONAL UNION OF BRICKLAYERS & ALLIED CRAFTWORKERS, AFL-CIO, hereinafter referred to as the "Union".

1. Mobility: At the option of the Employer, the following procedure may be followed instead of the procedure set forth in Article IV, Section 2 of the Agreement.

The first man on the job may be furnished by the Employer. Thereafter, the Employer may place any of his present employees who are residents of the State of Connecticut. If the Employer requires additional employees, the Employer may recall previously employed employees who are residents of Connecticut or request referrals from the Local One, Connecticut, BAC, giving it equal opportunity with all other sources to furnish additional qualified mechanics.

2. Stewards: Article IX, Stewards, Section 1 provides that a steward may be appointed from among the existing employees on a particular job or may be furnished by the Union. This section shall be interpreted to provide that the Union shall be reasonable and exercise restraint with respect to its right to furnish a steward and that the Union shall not have the right to furnish a steward on a job on which there are three or less journeymen employees covered by this Agreement or on a job lasting a month or less or on a punch list job.



AGC/CCIA Building Contractors
Labor Division of Connecticut, Inc.



Mason Contractors Association
of Connecticut, Inc.




Local One, Connecticut
International Union of Bricklayers &
Allied Craftworkers, AFL-CIO

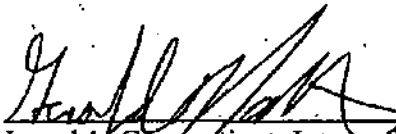
Letter of Understanding


March 31, 2002

Bricklayer Mason Building Agreement 4/1/02-3/31/2006

The parties to the April 1, 2002 through March 31, 2006 Bricklayers Mason Building Agreement agree to the creation of a new classification "Mason Helper" for non-prevailing rate work. The classification shall be paid 20% less than a journeyman and the duties shall include, washing, sawing, damproofing, etc.


AGC/CCIA Building Contractors Labor
Division of Connecticut, Inc.


Local 1, Connecticut, International Union
Bricklayers and Allied Craftworkers


Mason Contractors Association of
Connecticut, Inc.